GENTS FOR THE CHINA MAIL.

LONDON :- F. ALGAR, 8, Clement's Lane, Lombard Street. GEORGE STREET, 30, Cornhill. | GORDON & GOTCH, 121, Holborn Hill, E.C. BATES, HENDY & Co., tion. 4, Old Jetory, E.C. SAMUEL DEACON & Co., 150 & 104, Leadenhall Street. NEW YORK :-- ANDREW WIND, 138, Nos-

sau Street. AUSTRALIA, TASMANIA, AND NEW ZEALAND :- GORDON & GOTOH, Mel-

bourne and Sydney. SAN FRANCISCO and American Ports generally :-- Beam & Black, Son Fron-

CHINA :- Swatow, QUELOR & CAMPBELL. Amoy, GILES & Co. Foochow, HEDGE & Co. Shanghas, LANE, CRAWFOED & Co., and RELLY & Co. Manila, C. Macao, L. A. DA HRINGREN & Co. GBAQA.

#### Banks.

COMPTOIR D'ESCOMPTE DE PARIS.

INCORPORATED BY NATIONAL DECREES OF 7rh and 8th march, 1848, -and-

BY IMPERIAL DEGREES OF 25TH JULY, 1854, AND SIST DECEMBER, 1866,

> Recognised by the INTERNATIONAL CONVENTION OF 80TH APRIL, 1862.

& Sterling. PAID-UP CAPITAL .... 80,000,000 RESERVE FUND, ..... 20,000,000

HEAD OFFICE. -14, Rue Bergère, Paris. London Agency.-144, Leadenhall St.,

Agencies - At Nantes, Lyons, Marseilles, Brussels, Bombay, Calcutta, St. Denis (Ile de la Réunion,) Hongkong, Shanghai and Yokohama. LONDON BANKEBS. - Bank of England Union Bank of London.

> HONGKONG AGENCY. INTEREST ALLOWED

N Ourrent Deposit Account at the rate

of 2 per cent. per annum on the

monthly minimum balances, and on Fixed Deposits at rates which may be ascertained at the offices. OHR. DE GUIGNE, Manager.

Offices in Hongkong: Bank Buildings,

Queen's Road, Hongkong, May 14, 1875.

HONGKONG & SHANGHAI BANK. ING CORPORATION.

PAID-UP CAPITAL, ... 5,000,000 Dollars. RESERVE FUND, ..... 100,000 Dollars.

COURT OF DIRECTORS. Chairman-E. R. BELILIOS, Esq. Deputy Chairman - AD. ANDRE. Esq. IS. W. POMEBOY, Esq. J. F. CORDES, Esq. F. D. SASSOON, Esq. H. Hoppius, Esq.

Molves, Esq. CHIEF MANAGER.

Manager. EWEN CAMERON, Esq. Shanghai, LONDON BANKERS .- London and County

Hongkong,

James Greig, Esq.

HONGKONG, INTEREST ALLOWED N Ourrent Deposit Accounts at the rate of 1 per cent, per annum on the daily

On Fixed Deposits : -For 3 months, 2 per cent, per annum. 4 per cent. o per cent.

LOCAL BILLS DISCOUNTED. Utedits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan. JAMES GREIG,

Chief Manager. Offices of the Corporation, No, 1, Queen's Road Batt.

TAKASIMA COLLIERY.

JARDINE, MATHESON & Co., Agenta.

Hongkong, February 17, 1876.

FOR SALE. TIRESH Takasima COAL, in lots to suit purchasers. LARGE, Handpicked, Double-screened at \$8 per Ton. SMALL at \$6 per Ton.

Apply to T. G. GLOVER, No. 7. Queen's Road and at East Point. Hongkong, Docember 3, 1875,

### Notices of Firms.

NOTICE. Have this day authorized Mr.J. Y. V. Shaw to sign my name per procura-

A. MAGG. HEATON. Hongkong, January 1, 1876:

COMPAGNIE DES MESSAGERIES MARITIMES.

TAROM this date and until further notice, Mr G. DE CHAMPBAUX will act, at this Port, as Agent of the above Company. By Order of the Directors,

NOTICE.

C. BERTRAND, Hongkong, January 29, 1876.

NOTICE.

THE interest and responsibility of the late Mr Sidney Deacon in our Firm. ceased on the 9th September last, Mr. ALFRED T. DUVAL was admitted a Partner therein on the 1st ultimo.

DEACON & Co. Canton, February 1, 1876.

NOTIOE.

TATE have Established branches of our Firm at Haiphong and Hanoi, Mr E. CONSTANTIN is authorised to sign by procuration in Tonquin.

LANDSTEIN & Co. Hongkong, December 31, 1875.

NOTICE. TAR MEYER ELIAS SASSOON has been admitted a Partner in our Firm from the 1st January ultimor

E. D. SASSOON & Co. Hongkong, February 3, 1876.

NOTICE.

THE Undersigned have entered into Copartnership from the First day of No. 1. January, 1876, in the Business of Shipbrokers at this Port, under the style of MORRIS & RAY.

A. G. MORRIS. E. C. RAY.

Bank Buildings, Hongkong, February 3, 1876.

## Intimations.

TTANTED, to CHARTER, a VESSEL VV to carry 800 to 500 Tons large Takasıma Coal, either from Hongkong or Nagasaki to Providence Bay, Behring's Straits, in Lat. 64 deg. 22m. 80.7s. N. Long. 178 deg. 17m. 18.5s. W. To arrive No. 7. Trio. -Pianoforte, Violin and Vioabout 12th June. Tenders cannot be received after 21st

11 a.m., to

Captain NOVOSILSKY, H.I.R.M.S. "VSADNICK." Hongkong, February 15, 1876.

O. ROGERS, DENTAL SUR GEON, No. 7, ABBUTHNOT ROAD, (will be absent at Canton for a few days from the 28th instant.) Hongkong, February 16, 1876.

HOTEL DES COLONIES, SHANGHAL

ES Propriétaires de l'Hotel de Colonies ont l'honneur d'informer M.M. les Voyagenra qu'ils viennent d'annexer à leur restaurant, dont le haute renommée est ai bien connue, une nouvelle maison, y attenante, qui leur permet d'offrir des Ohambres Spiendides réunissant tout le confortable, desirable, Chambres pour familles, Salles de Bains, &c., &c.

Voitures à la disposition de M. M. les Voyageurs. La Salle de Billiard et la Barre sont completement separés de l'hotel ce qui est une securité pour le bien être des visiteurs.

Les soins les plus minutieux apportes dans tous les services sont une garantie pour M. M les Voyageurs dont le patronage est Sollicite.

A. SCISSON & Co., Propriétaires. Shanghal, le 10 Février, 1876.

HONGKONG & SHANGHAI BANKING CORPORATION.

NOTICE TO SHAREHOLDERS.

THE DIVIDEND declared for the balf. ing and Bed Room Suites, Glassware, year ending on 31st December last, at the rate of Six per cent. per annum, say \$8.75 per paid up Share of \$125, is payable on and after FRIDAY, the 18th Instant, at the Offices of the Corporation, where Shareholders are requested to apply for Warfants.

By Order of the Board of Directors, JAMES GREIG, Chief Manager, Hongkong, February 17, 1870.

OFFICERS' MESS, 28th REGT.

THE Officers 28th Regt, will not hold in Mexican Dollars weighed at 7. 1. 7. themselves Responsible for any Debts contracted by their Messman. By Urder,

FRANCIS E. WEBB, Capt. & Mess President. Murray Barracks. Houghous, February 15, 1876,

#### Intimations.

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE Ordinary Yearly MEETING of the Shareholders will be held at the Office of the Company, Club Chambers, on MON-DAY, the 28th February, at 3 p.m., for the purpose of receiving a Statement of Accounts to 31st December, 1875, the Report of the Directors; for the election of Directors, and Auditors; also to declare a Dividend.

By Order of the Board,

D. GILLIES, Hongkong, February 12, 1876,

HONGKONG AND WHAMPOA DOOK COMPANY, LIMITED.

NOTICE, THE Transfer BOOKS of the Company will be OLUSED from the 15th to the 29th Instant, both days included. By Urder,

D. GILLIES. Hongkong, February 12, 1876.

### Entertainments.

HONGKONG CHORAL SOCIETY. PROGRAMME OF CONCERT

To be given at the CITY HALL,

## Tuesday Evening,

Hebruary 22, 1876. COMMENCING AT 9 O'CLOCK.

Quintette. - Pianoforte, Two Violins, Viola, and Violoncello, Andante and Intermezzo, Carl Reinecke No. 2. Chorus, -"Lift up your heads."-

Messiah. No. 8. Bass Solo .- " Jagdlied." -- Mendels-No. 4. Chorus,--" How lovely are the

Messengers."—St. Paul No. 5. Duet .- Soprano and Mezzo-Soprano. "Recordare," from Verdi's "Re-

No. 6. Solo and Chorus .- "The Mary lous Work."-Creation.

PART II. loncello, Adagio Cantabile, and on the fall of the hammer. Rondo all'Ongarese from first Trio.

For Particulars, apply, between 9 and No. 8. Vocal Quartette. - "The Tars' Song." No. 9. Violoncello Solo. - "Schlummerlied," by Stahlknecht.

1e22 No. 10. Solo and Chorus .- "La Carità."-No. 11. Solo and Chorus - God Save the

> Tickets price \$2 each, may be obtained of Messrs Lase, URAWFORD & Co., and at the door of the Hall on the night of the

ROBERT G. ALFORD, Hon. Secretary.

Hongkong, February 18, 1876. fe23

PUBLIC AUCTION.

Auctions.

SUBSTANTIAL ENGLISH AND COLO-NIAL MADE HOUSEHOLD FURNITURE. ENGRAVINGS, GLASS-WARE,

PLATED WARE, PIANO,

THE Undersigned has received instructions from John G. Smith.

#### Esq., to sell by Public Auction, on MONDAY.

the 28th day of February, 1876, at Noon, at his residence, "Idle Wild, owing to change of residence,-

The whole of his Substantial English and Colonial made Household FURNI-TURE, &c., comprising ! Drawing, Din-Plated Ware, Dinner, Dessert and Breakfast Sets, Engravings, Pier Glasses, Gasaliers, Gas Brackets, Carpets, Window Curtains and Cornices, Marble-top Tables, Book Case, Dining Table, Side Board, Whatnots, Chairs, Iron Bedsteads, Wardrobes, Toilet Tables, Washstands and Services, &c., &c.

A Cottage PIANO. Catalogues will be issued. TERMS OF SALE.—Cash before delivery All Lots, with all faults and errors of description at purchaser's risk on the fall

of the hammer. J. M. ARMSTRONG, Auctionsor, Hongkong, Feb. 17, 1876,

FURNITURE SALE. ELEGANT ENGLISH AND CANTON. MADE HOUSEHOLD KURNITURE, SEMI-GRAND PIANO, PARK PHÆTON AND PAIR OF PONIES.

Auctions.

A FINE COLLECTION OF FEBRIS. CAMELLIAS, ROSES, AND OTHER CHOICE T ANE, CRAWFORD & Co. have

received instructions to sell by

Public Auction, on TUESDAY,

the 29th February, 1876, at Noon, at " DUART CAINE ROAD.

The Residence of the Honourable T. C. HAYLLAR, Esq., The whole of his Handsome and Substan-

tially made HOUSEHOLD FURNITURE. comprising, -Handsomely Carved EBONY SIDE and CENTRE TABLES, Mahogany Marone Morocco Covered COUCHES and CHAIRS. Covered Bombay Blackwood COUCHES, and FLOWER STANDS, Inlaid Ormolu CHEFFONIER, and Japanese UA-BINETS, Handsome Mantlepiece MIR-RORS, OIL PAINTINGS, CHROMO-LITHUGRAPHS, ENGRAVINGS, CAR-PAT. Window Curtains, Gilt Cornices, Gasaliers, Aquariums, Bronze and Porce-

lain VASES. Handsome BOOK CASE, Carved SIDE. BOARD with MIRROR BAUK, Glass and Crockery Ware, Silver and Electro Plated Table Ware, Whatnots, Chairs, Clocks,

Plated Candlesticks. Handsome Gilt BRASS BEDSTEAD with Feather Mattresses, BURBAU with Mirror, Wardrobes, Chest of Drawers, Marble-top Washstands, Toilet Glasses, Cheval Glasses, Iron and Brass Bedsteads.

A GRAND PIANO by J. BROADWOOD & Sons, made expressly to stand this Climate.

One 4-wheeled PARK PHATON, by LENNY, with a pair of WHITE PONIES, and Double Set SILVER MOUNTED Harness. Ladies' & Gentlemen's Sedan CHAIRS

Etc. The Carriage and Ponies, and the Plants Will be sold at 4 o'dlook.

Catalogues will be issued prior to the Sale, and the Furniture will be on view on MONDAY, the 28th February, 1876. TERMS OF SALE.—Cash before delivery

in Mexican Dollars weighed at 7.1.7. The lots, with all faults and errors of description whatsoever, at purchaser's risk

Hongkong, Feb. 14, 1876.

### For Sale.

FOR SALE.

THE UNDERMENTIONED LAND AND BUILDINGS.

AT HONGKONG!-INLAND LOT 82.—The well-known House and Offices lately occupied by Mesars A. Heard & Co., adjoining the Cathedral Com-

The Ground below, the masonry retaining wall of the above, abutting on the Queen's Annual Crown rent, \$390,48. MARINE LOT 111, WANGHAL - First-class

and extensive Godowns. Annual Crown rent, \$324. INLAND LOT 591 .- Situated on the Bonham Road and one of the finest sites for Villa residences in the Colony.

Annual Crown rent, \$79.78. FARM LOT 17, PORFGOLUM, adjoining Mesers Butterfield & Swire's premises, Annual Crown rent, \$25.

AT KOWLOONG!-MARINE LOT 4 .- With a frontage of 100 feet on the Prays, and with an area of 30,000 feet

Reduced Annual Crown rent, \$10. AT YOKOHAMA!-Lors No. 6 and No. 27 in the Foreign

Settlement. No. 6 is situated on the Bund, and comprises an eight-roomed Dwelling House, detached, with Garden all round, Offices, Godowns, Servants' Quarters and Outhouses, Area 1.064 Tsubos of 38 square feet.

Annual Ground rest, \$203.78. No. 27 is separated from No. 6 by Water Street and comprises large Tea Firing and other Godowns, Flore Silk Press, Compradore's Quarters, Stabling and Fire Engine House. Area, 554 Tsubos,

Ground rent, \$154.97 per annum. Applications for purchase, or further information, to be made to J. WHITTALL

T. G. LINSTEAD, Trustees A. Heurd & Co.'s Estats 23, Queen's Road, Hongkong. Hongkong, February 1, 1870. FOR SALE

FITHIS Season's American HAMS and BACON in prime condition. Sthoked SALMON. Golden Gate Baker's EXTRA FLOUR in Barrels and Tina. MADEWEN, FRICKEL & Ob. Hongkong, February 19, 1878,

Es "OOBANIO"

FOR COOKTOWN AND SYDNEY. The Steamer "LY-EE-MOON," Captain G. R. STEVENS, will be despatched as above on

the 23rd Instant: For Freight or Passage (having excellent accommodation for first-class passengers), apply to

LANDSTEIN & Co. Hongkong, February 14, 1876.

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAL. Taking Cargo & Passengers at through rates for HANKOW, NINGPO & PORTS IN JAPAN.

The Company's Steamship will be despatched about the 25th Instant.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Hongkong, February 16, 1876.

OCEAN STEAMSHIP COMPANY. FOR LONDON VIA SUEZ CANAL

The Company's Steamship will be despatched on or about the 26th Instant. For Freight or Passage, apply to

BUTTERFIELD & SWIRE Agents. Hongkong, February 16, 1876.

STEAM TO YOKOHAMA. The P. & O. S. N. Co.'s S. S. "MALACCA" will leave for the above place shortly after the arrival of the Teheran with the next English Mail.

Superintendent. Hongkong, February 17, 1876. STEAM TO SHANGHAI,

(Taking Cargo at through rates for NAGASAKI & HIOGO.) The P. & O. S. N. Co.'s S. S. will leave for the above place

val with the next English Mail. A. MoIVER.

A. MoIVER,

Superintendent, Hongkong, February 17, 1876.

Sailing Vessels. FOR PORTLAND (OREGON.) The A-1 American Ship "SAMUEL G. REED." WHITE, Master, will load for the above Port, and will have

quick despatch. For Freight, apply to VOGEL, HAGEDORN & Co.

Hongkong, February 1, 1876. FOR SAN FRANCISCO. The A-1 British Olipper-ship THOS. ROBERTS, Master, wil

load for the above Port, and will have immediate despatch. For Freight, apply to VOGEL, HAGEDORN & Co.

Hongkong, February 1, 1876. FOR SAN FRANCISCO. The A-1 American Ship "LATHLEY RIOH," THOS. MITHEL, Master, will load for the above Port, and will have quick despatch. For Freight, apply to

Hongkong, February 1, 1876. FOR NEW YORK. The A-1 American Ship "HAZE," Wilkinson, Master, will load here and at Whampoa, and will have quick despatch as above,

For Freight, apply to

VOGEL, HAGEDORN & Co.

VOGEL, HAGEDORN & Co. Hongkong, February 1, 1876. FOR LONDON, The A 1 British Ship "SARAH NICHOLSON,"

SELETRE, will load here for the bove Port, and will have quick despatch. For Freight, apply to VOGEL, HAGEDORN & Co. Hongkong, February 5, 1876.

FOR MELBOURNE & SYDNEY.

(Outling at Adelaide if sufficient inducement offers.) The A1 British Bark Limmen, Master, will load here
for the above Ports, and will

For Freight, apply to Hongkong, January 7, 1876, Shipping.

## Sailing Vessels.

FOR MANILA. The British Ship "CAROLUS MAGNUS," TH. MILES, Master, will meet

For Freight or Passage, apply to WIELER & Co.

FOR MELBOURNE & SYDNEY. The A 1 Barque

For Freight or Passage, apply to

## Hongkong, February 9, 1876.

COMPAGNIE DES MESSAGERIES

PAQUEBOTS POSTE FRANCAIS. STEAM FOR SAIGON. SINGAPORE, BATAVIA. POINT DE GALLE, ADEN, SUEZ,

ALSO, BOMBAY, ST. DENIS AND PORT

ON THURSDAY, the 24th February, 1876, at Noon, the Company's S. S. DJEMNAH, Commandant FLAMBBAU with MAILS, PASSENGERS, SPECIE and CARGO, will leave this Port for the

above places.

Cargo and Specie will be registered for London as well as for Marseilles, and acsepted in transit through Marseilles for he principal places of Europe. Cargo will be received on board until

act to be sent on board; they must be left at the Agency's Office.) Contents and value of Packages are reuired.

G. DE CHAMPEAUX, Acting Agens.

-Notices to Consignees. S. S. LORD OF THE ISLES.

FROM LONDON AND SINGAPORE. THIS Steamer having arrived. Consigneer of Cargo are hereby informed that their Goods are being landed, at their risk. by Mr A. McG. HEATON, into the Godowns of Mesers Gilman & Co., whence delivery

Consignees wishing to receive their Goods on the Wharf, are at liberty to Optional Cargo will be forwarded on,

Goods have left the Godowns, and all Goods remaining after the 22nd Instant will be subject to rent.

ADAMSON, BELL & Co., Hongkong, February 14, 1876. GERMAN STEAMSHIP "BELLONA."

CONSIGNEES of Cargo by the above Steamer are hereby informed that their Goods are being landed and stored at their risk in the Godowns of the Undersigned, from whence delivery may be ob-

Goods remaining in store after the 24th Optional Cargo will be forwarded unless

Bills of Lading will be countersigned by WM. PUSTAU & Co.,

TO CONSIGNEES OF OPTIONAL CARGO, EX O. S. S. CO.'s S. S. STENTOR, FROM LIVERPOOL. CHIPPING Orders must be obtained from

"the Undersigned not later than the

MONSIGNEES of Cargo by the above named Vessel are requested to send in their Bills of Lading to the Undersigned for countersignature, and to take immediate Cargo impeding the discharge of the

BRITISH BARK MARINA.

FROM LONDON.

Published every Evening, with which is incorporated The "Hongkong Evening Mail and Shipping List." 日七叶月正年子丙 Shipping. Steamers.

> with quick despatch for the above Port.

Hongkong, February 14, 1876.

"SPIRIT OF THE AGE," Captain Johnson, will have quick despatch for the above

Mails. MARITIMES.

ISMAILA, PORT SAID, NAPLES, AND MARSEILLES

LOUIS.

Shipping orders will be granted till noon. 4 P.M., Specie and Parcels until 3 P.M. on the 23rd February, 1876. (Parcels are

For further particulars, apply at the lompany's Office,

Hongkong, February 16, 1876.

may be obtained.

unless notice to the contrary be given before 10 a.m. To-morrow. No Claims will be admitted after the

No Fire Insurance has been effected. Bills of Lading will be countersigned by

TICHMBYER, Master, FROM HAMBURG VIA SINGAPORE.

Consignees wishing to take their Goods from the boats alongside the Wharf, are at liberty to do so. Instant will be subject to rent. notice to the contrary is given until 12 o'clock on the loth Instant.

Honegong, January 14, 1876. NOTICE,

993 Tons Register, Captain 26th Inst., for shipment per S. S. Diomed. BUTTERFIELD & SWIRE, Agents. Hongkong, February 16, 1876.

> delivery of their Goods. vessel, will be landed and stored at Consignees' risk and expense. ARNHOLD, KARBERG & Co.,

Hongkong, February 4, 1876;

common sense of the community, hard

### For Sale.

CLEARANCE SALE.

CAYLE & Co. will offer, on and after TUESDAY Next, the 18th Instant, the re-Stock at Greatly Reduced Prices, consisting of: Winter Costumes and Polonaises.

Ladies' Jackets and Mantillas. Fancy Dress materials of all kinds. Wool Plaids and Flannels.

Silks and Poplins. Wool Shawls and Cloaks.

Trimmed and Untrimmed Hats and Bonnets.

Fancy Wool Goods. Lace and Linen Sets. Scarves and Sashes. Boys' Suits. Children's Dresses.

VICTORIA EXCHANGE, Queen's Road & Stanley Street.

intimations.

NOTICE IN EXPLANATION OF A SLANDER.

THE principles of right or wrong will reveal themselves in course of time, and this saying is clearly set forth in the History of China. When undue reliance is placed on statements by word of mouth, a good argument is always wanting, and this Is what the Book of Changes has always guarded people against. If a man is not guilty of anything seriously wrong, is it likely that he will submit himself to be

With regard to Lai Ming Chun, he is indeed a bare-faced fellow, and one who has no regard for anything. On the 27th day of the 10th Moon last year (24th November 1875), he slandered Messra. Teangshun Yee and Woo Lin Tak by false. ly accusing them of being engaged in the nefarious trade of selling people for the purposes of emigration, and that in their transactions they were in fact kidnappers. And finally, he recorded the same in the Town Wan Yat Po, (The Universal Circulating Herald), so that Messrs Tsang and Woo had thought of suing him before the local authorities, so that he might be punished for libelling people's character. Fortunately for him, however, Lai Ming Chun learnt in time of his own wrong in slandering the character of good men, and now he has voluntarily consented to pay the penalty of bearing the legal expenses in | Mail. the sum of \$600, and to pay also (into the poor box) \$25, for the relief of the Hong. kong poor; also, from his own funds, to pay the costs of inserting in the Chinese and foreign newspapers, three of each, for period of one month, an article, in order to redeem himself from what he has been guilty of. But this, nevertheless, would not actually be sufficient to cover the enormity of his sin. The reason why Messrs Tsang and Woo condescended to these terms was because they had been advised by intimate friends, who urged that, inasmuch as both parties were Chinamen, how could they, Messra Tsang and Woo, have the heart to see him (Lai Ming Chun) put in a gaol of the foreigner? So that it would be far better that they should forgive him, but inflict a small penalty by

It so happened, luckily, that Messra Tsang and Woo's magnanimity proved to be as expansive as the sea and as capacious as the ocean, and it was thus that the matter was put an end to. This is sufficient to show that Mesers Tsang and Shun are peaceful and quiet men, and that they have done a very good act. But Lai Ming Chun is a man who is very much conceited (tit. \* the night pedestrian who thinks a great deal of himself), and one who falsely dilates in satire and raillery. He began life in a very mean position, and is not of a respectable family (lit. the descendant of the pure and white). While in a menial position, he, moreover, offends his supe-Therefore it would not be arbitrary he to be banished beyond the frontiers, nor would it be too much were he to be put to the sword (lit. under the Now that he is only fined in so small a sum, it is indeed his good fortune that he has escaped greater consequences.

way of a small warning.

ONE WHO UPHOLDS JUSTICE. Hongkong, 19th Feb., 1876. \* This has reference to a Chinese story, which, in its moral, is very similar to the Frog and Bull story in Æsop's Fables.—Translator.

MAN'S character should be judged from what it has been before, and by that means elegance or worthlessness can be discerned. A story should be judged by its true or false beatings, so that right and wrong may be distinguished. These remarks apply to the case in which Mesors Tsang Shun Yee and Woo Lin Tak were, on the 27th day of the 10th moon last year. (24th November 1875), slaudered by Lai

Ming Chun. Mesers Tsang Shun Yee and Woo Lin Tak have been residing for more than ten years in Hongkong and have always been employed in representing Nam Pak Hongs in their transactions with foreigners. While their character stands high, their conduct is excellent, and they have for a long time back been respected by both Chinese and foreigners. They bave not only not borns a name that is approaching to anything improper, but they have not in the course of all their actions done anything Unexpectedly, however. slander came upon them unawares, but of course, when virtue stands high, reproach will come. They were therefore falsely. charged by Lai Ming Chun's letter, which Messra. KRUSE & Co., also at the door of ther; Un morning of the 20th off Breaker was vold of all truth, with selling people for the Theatre, on the night of Performance: Point passed the str. Ocean bound North,

#### Intimations.

emigration abroad. They are indeed labouring under a false imputation from which it is now difficult for them to clear themselves. Our office, therefore, in punishing Lai Ming Chun for having done what he ought not to have done, orders him-and he consents-topay the sum of \$600; the amount light. of legal expenses; he has also by way of punishment to pay \$25 into the Poor Box for the benefit of the Hongkong Poor. He

mainder of their Winter is further punished by having to pay the expenses of advertising in the Chinese and foreign newspapers in the Colony. three of each, for the period of one month, a notice which will bring before the public his sin in this defamation. Reparations like these will, perhaps, allay in a measure the indignation which Messrs Tsang and Woo feel. When a man finds fault with others he ought in the first instance to enquire whether he himself is unblemish-

Now Lat Ming Chun, as a man, not one who is numbered among the gentry, nor is his name pronounced by the lips of the illustrious. Yet he falsely dilates in slanderous language and spreads diffusedly by word of mouth stories to the defilement and pollution of (the good name of) Messra Tsang and Woo. It was right therefore that Messrs Tsang and Woo sought to sue him in the Courts of Justice, and he was on the eve of being punished by the utmost penalty of the law. Fortunately, however, Messrs Tsang and Woo's magnanimity is expansive as the sea and as capacious as the ocean, and they deal with people liberally; with that end in view, they therefore prefer, instead of puni shing him, as he rightly deserves, to forgive him of the enormous crime of which he has been guilty. Having ceased litigation now, they have no resentment against any one, and by so doing they cherish the friendly tie that exists amongst the Chinese clans. They have also shewn that in doing this they are inflicting a lenient punishment for the sake of a great warning. They are indeed fully sustaining the benevolent principles of the great men, and for this act of theirs, may the happiness (or good fortune) of Mesers Tsang and Woo never grow less.

THE UNIVERSAL CIRCULATING HERALD (TSUN WAN YAT PO). Hongkong, February 19, 1876.

### To-day's Advertisements.

FOR SWATOW, AMOY, FOOCHOW, AND TAMSUL

The Steamship Captain ABBOTT, will be despatched for the above Ports on wEONESDAY, the 29rd Instant, at Daylight.

For Freight or Passage, apply to DOUGLAS LAPRAIK & Co. Hongkong, February 21, 1876, NOTICE.

COMPAGNIE DES MESSAGERIES MARITIMES. PAQUEBOT POSTE FRANCAIS.

The Company's Steamship Captain REYNIER, will be despatched for YOKOBAMA shortly after the arrival of the next French

G. DE CHAMPEAUX. Acting Agent. Hongkong, February 21, 1876.

NOTICE,

COMPAGNIE DES MESSAGERIES MARITIMES. PAQUEBOT POSTE FRANCAIS.

The Company's Steamship Captain BRUNET, will despatched for SHANGHA. shortly after her arrival from Europe.

G. DE CHAMPEAUX, Acting Agent. Hongkong, February 21, 1876.

RACE HOLIDAYS,

THE Undermentioned Banks will close for Public Business at 12 o'clock, Noon, on THURSDAY, FRIDAY, SATUR. DAY, the 24th, 25th and 26th Instant.

For the "Oriental Bank Corporation," GEO. O. SCOTT, Actg. Manager. For the "Chartered Mercantile Bank of India, London and China,"

H. H. NELSON, Manager. For the "Chartered Bank of India, Australia and China."

THOMAS FORREST, Actg. Manager For the "Comptoir d'Escompte de Paris," CHAS. DE GUIGNE, Manager. For the "Hongkong and Shanghai Banking Corporation,

JAMES GREIG, Chief Manager, For the "National Bank of India, L'ted. R. H. SANDEMAN, Actg. Manager. Hongkong, February 21, 1876.

# IIALL.

UNDER THE DISTINGUISHED PATRORAGE OF HIS EXCELLENCY SIR ARTHUR KENNEDY, R.O.M.G., C.S.

THE French "OPERA COMIQUE TROUPE," lately of PARIS, LONDON ST. PETERSBURG, NEW YORK and SAIGON, Will have the honour of giving their next

Performance, on THURSDAY NEXT, February 24th, 1870.

ROBE DE St. FLOUR, OPERETTE IN 1 ACT BY OFFENBACH, Madame Doriani will take the part of "Tiorrette" and sing "La Tirolienne des Canards."

BARBE BLEUE, OPERA BOUFFE IN 2 ACTS BY OFFENSAUEL Accompaniment by Mr L'Aunay Cophas,

Performance to commende et 9.

### To-day's Advertisements.

FOR AMOY. The Steamship "ESMERALDA,"
Captain Thebaud, will

despatched as above on WEDNESDAY, the 23rd Instant, at Day-

For Freight or Passage, apply to A. MACG. HEATON. Hongkong, February 21, 1876.

#### SHIPPING.

ARRIVALS. Feb. 19, James Wilson, British barque, 326, R. W. Prideaux, Newcastle (N.S.W. Dec. 23, Coal.—Carlowitz & Co. Feb. 20, Victory, British brig, 255, J. Whiting, Newcastle (N.S. W.) Dec. -23,

Feb. 20, Cheops, British steamer, 983, Dryden, Shanghai Feb. 16, General.-ADAMSON, BELL & Co. Feb. 20 (8 a.m.), Braemar Castle, British str., 1425, Marshall, Saigon Feb. 16 (6 a.m.)

Rice, -ADAMSON, BELL & Co. Feb. 20, Cawdor Castle, British steamer 1419, Craig, Saigon Feb. 16 (6 a.m.), Rice. -ADAMSON, BELL & Co. Feb. 20 (5.30 p.m.), Maharajah, British steamer, 994, Stephenson, Bangkok Feb.

12 (11 a.m.), Rice. - SIEMSSEN & Co. Feb. 20, Lochiel, British schooner, from Feb. 21, Charité, French barque, from

Feb. 21. Djemnah. French steamer, 2416, Flambeau, Shanghai Feb. 18, Mails and For AMOY .-General. MESSAGERIES MARITIMES. Feb. 21, Tanais, French steamer, 1150, Reynier, Yokohama, Feb. 15. Mails and General.-MESSAGERIES MARITIMES. Feb. 21. Rajah, British steamer, 359, Hansen, Swatow Feb. 20, Ballast.-Hop

Feb. 21, Lathley Rich, Amer. ship, 1827, R. T. Lewis, Yokohama Feb. 5, Ballast .-VOCEL, HAGEDOBN & Co. Feb. 21. Halloong, British steamer, 277 C. Abbott, Amoy Feb. 18, Swatow 20,

General - Douglas Laprain & Co. Feb. 21, Gunga, French steamer, 791 Garceau, Manila Feb. 18 (2 p.m.), General. -Remedios & Co. Feb. 21, Yangtere, British steamer, 783,

Schultze, Shanghai Feb. 18, General.— Siemsben & Co. Feb. 21, Sir Harry Parkes, British ship, London Sept. 27, General.

DEPARTURES. Feb. 20, Fuyew, for Canton. 20. Haydamack (Ru. cor.), for Manila 20. Douglas, for Swatow, &c. 20. Yungching, for Swatow, &c. 20, Penguin, for Salgon. 20, Liberator, for Manila. 20, Auguste, for Whampon.

20. Dora, for Sual. 20. Oraigie Lez, for London. 20, Cap Horn, for Rajang (Borneo). 20, Orwinder, for New York. 21, Namoa, for Cooktown. 21. Morning Star, for Bangkok.

21. Young Siam, for Bangkok. 21, Asia, for Saigon. OLEARED. Norna, for Swatow.

Signal, for Valparaiso. Novelty, for Melbourns. Montgomeryshire, for Salgon. Success, for Bangkok.

PASSENGERS. ARRIVED .- Per Victory, Mrs Whiting. Per Braemar Castle, 20 Chinese. Per Cawdor Castle, 3 Chinese,

Per Maharajah, 48 Chinese. Per Djemnah, from Shankhai: for Hong-Mesars Forrest (Consul), Vinay, Gerard, Lind, Scott, Gore-Booth, Blair, and 6 Chinese. For Saigon, Mr Leguellec. For Singapore, 1 Chinese. For Marseilles, Mrs King and servant, and Mr John Burr. Per Tanais, from Yokohama: for Hongkong, Mr E. Raiven. For Port Said, Mr Laryon. For Marseilles, Mr and Mrs Brunet, two children and servant, Mr and Mrs Trachtenberg and 4 children, Messrs

Bernard Haroka, J. Walter, and Thomas Per Rajah, 180 Chaese. Per Hailoong, Mr E. Pye, 8 European deck, and 50 Chinese. Per Gunga, from Manila, Mr and Mrs W. McG. Smith and family, Capt. Lull, Pyciano Paterino and family.

Mesars T. Bathgate, Waghorn, Lutz, F. B. Per Yangiste, Mr J. Sharp, and 56 Chi-DEPARTED. - Per Douglas, for Swatow,

Mr E. Herton; for Amoy, Mrs Hams, one European deck, and 80 Ohinese. Per Yungching, for Swatow, 10 Chineses for Foochow, 84 Chinese.

Per Namos, Mr Blair, and 311 Chinese. Per Acia, 20 Chinese.

SHIPPING REPORTS. The British barque James Wilson reports:

had strong N.E. winds first 14 days, S.E. from lat. 15 8 to 10 8., thence light airs and calms to the Equator, which was crossed on the 28th January, in long. 167.30 E. Had strong N.E. trades to the Bashee Channel, thence fresh monsoon crossing the China Seas until the 17th, when we were becalmed in a dense fog for 20 hours, fe26 | thense to arrival fine weather.

The British steamer Cheops reports: . oxperienced thick weather with strong N.E. ROXAL, winds until off Foocbow, thence to port strong Northerly winds with overdast sky. Passed a steamer on Friday morning, and one on Saturday morning, both bound N. The Brit. str. Braemar Castle reports! fine weather until reaching lat. 20.38, long.

111.11, thence to port strong N.E. winds. The British steamer Maharajah reports ! fine weather up to Saturday the 19th, when experienced fresh N.E. winds. The str. Cheflot left Bangkok for Hongkong on the 14th at 6 p.m.

The British steamer Rajoh reports had moderate winds with thick driesling wea-

The American ship Lathley Rich reports ! first part moderate W. and S. W. winds to Island of Botel Tobago Pass. Then had three days strong N.E. winds with thick weather. Off South End of Formosa, sighted a brig bound to Eastward. The French steamer Gunda teports thick weather throughout.

The British steamer Ydngtise reports

had strong N.E. winds till noon on 21st, then N. N. W. Winds. The whole of passage thick weather. The British steamer Heliloond faports: Abstraction - Dress Circle and Stalls, \$2; from Authy to Swatow experienced a severe Back Seats, \$1. Doors open at 8 o'clock | N.E. gale, with dark floudy weather and high sea. From thence to port moderate Tickets may be had and seats secured at E.N.E. and N.E. winds and cloudy wea-

off Tongmi passed the Lee Yuen bound N. At Cholang Point saw the str. Little Orphan at anchor inside the Point, on the afternoon the same day passed stre. Douglas and Yungching. In Amoy: Lapwing, Ariadne, and Leonor. In Swatow: Riga, Swatow, Ningpo and Hochung.

The Brit. ship Sir Harry Parkes reports had strong westerly gales the whole way down channel. On Oct. 8th off Start Point carried away bulwarks on both sides of ship. Crossed the Equator Nov. 9th in 26 45' W. after which had fine weather until passing the Meridian of Greenwich, when experienced a very severe gale from the N. W., the decks being continually full of water and ship labouring heavily. Had moderately fine weather the remainder of passage. Spoke the following vessels:-Oct. 25th ship Huntin Tower from Liverpool to Calcutta in Lat. 26 40 N. and Long. 20.40 W. Nov. 15th small steamtug Koodoo under sail from Glasgow to Cape Town 85 days out in Lat. 17 4 S. and long. 25 40 W. Dec. 3rd Barque Sirica from Ardrossan to Anjer in Lat. 23-43 S. and 97

POST OFFICE NOTIFICATIONS. MAILS WILL CLOSE:-

For SWATOW .--Per NORNA, at 7.30 a.m. on Tuesday, the 22nd Instant, instead of as previously notified.

FOR SINGAPORE AND PENANG .-Per CASSANDRA, at 2.30 p.m. Tuesday, the 22nd Instant, instead of as previously notified.

Per ESMERALDA, at 5 p.m. on Tuesday, the 22nd Instant. For YOKOHAMA & HIOGO .-Per COLUMBIAN, at 9.30 a.m. Thursday, the 24th Instant.

For COOKTOWN & SYDNEY .-Per LYEEMOON, at 11.30 a.m. on Saturday, the 26th Instant. MAILS BY THE FRENCH PACKET .--The French Contract Packet DJEMNAH

will be despatched on THURSDAY the 24th Instant, with Mails to and through the United Kingdom via Marseilles; to Europe, Saigon, Singapore, Galle, Australia, New Zealand, Aden, Seychelles, Reunion, Meuritius, Sucz, and Alexandria. The following will be the hours of closing the Mails, &c. :-

Wednesday, 23rd .-5 P.M., Money Order Office closes. Post Office closes except the NIGHT BOX. which remains open all night. Thursday, 24th.

7 A.M., Post Office opens for sale Stamps, Registry of Letters, and Posting of all correspondence. 10 A.M., Registry of Letters ceases. 11 A.M., Post Office closes except for Late introduced into the Empire.

11.10 A.M., Letters (but Letters only) addressed to the United Kingdom or to Singapore may be posted on payment of a Late Fee of 18 cents extra postage, until 11.30 A.M., when the Post Office CLOSES entirely.

ALFRED LISTER, Postmaster General. General Post Office. Hongkong, February 10, 1876.

MAILS BY THE UNITED STATES PACKET. The United States Mail Packet OCEANIC, will be despatched on WEDNESDAY. the 1st March, at 8 P.M. with the Mails—

For Yokohama, San Francisco, the United States and the United Kingdom. The Post Office will be open for the reception of Ordinary Letters, Books, Newspapers, &c., until 2.30 p.m. Letters can be posted on board the Packet from 2.30 p.m. to 2.50 p.m. on payment

of a Late Fee of 12 cents in addition to the Postage. The prepayment of the Postage to all th above places by this route is compulsory. Correspondence insufficiently lish Packets.

and the United States must be superscribed per Oceanic, and that addressed to the United Kingdom must be superscribed "vid San Francisco. ALFRED LISTER. Postmaster General.

General Post Office, Hongkong, Feb. 17, 1876.

MAILS BY THE ENGLISH PACKET.-The English Contract Packet GOLCONDA will be despatched with the Mails for Europe, &c., on THURSDAY, the 2nd March.

The following will be the hours of closing the Mails, do. :-Wednesday, 1st March. F.M., Money Order Office closes.

6 P.M., Post Office closes except the Night Box, which remains open all night. Thursday, 2nd March. A.M., Post Office opens for of Stamps, Registry of Letters, and

Posting of all correspondence. 10 A.M., Post Office closes except for Late | tremble as she watches the gradual ap-Letters. Registry of Letters ceases 10.15 A.M., Letters may be posted on payment of a Late Fee of 18 cents extra Postage until

11 A.M., when the Post Office OLOSES 11.80 A.M., Letters (but Letters only) many, and France, while the Russian have demurred to the terms proposed, and addressed to the United Kingdom Brindisi or to Singapore may be posted on board the Packet on payment of a Late Fee of 48 cents extra postage. 11,50 A.M., Posting on Board ceases.

ALFRED LISTER, Portmaster General. General Post Office. Hongkong, Feb. 18, 1876

#### General Memoranda. WEDNESDAY, Feb. 25:-

Daylight. - Remeralda leaves for Amoy. Daylight - Hailooff leaves for Swatow. - Amoy, Foodhow and Tameni. Ly-co-moon leaves for Cooktown and Sydney. THURSDAY, Feb. 24:--

Noon, - French Mail Isaves for Ports of Call and Europe. Novn -Local Batike Close for public business. g p.m. - Opefa Comique at City Hall. Goods per Bellond undelivered after this

Hongkong Races .- First Day. . FRIDAY, Feb. 25:-Noon, -General Weekly Sale by Measrs Lane, Orenford & Co.

date subject to rent.

MEMOS. FOR TO-MORROW

Shipping. Goods per Lord of the Isles undelivered after this date subject to rent.

Amusements. 9 p.m .- Concert at City Hall.

TO ADVERTISERS. It is requested that all advertisements be sent, when practicable, by 4 p.m., to allow of the early issue of the paper.

The publication of this issue commenced

### THE CHINA MAIL.

HONGKONG, MONDAY, FEB. 21, 1876.

THE first "iron horse" ever imported into China has had its first run, the little locomotive sent out for the Shanghai-Wusung railroad having been tried on the 14th instant over a section of the road, somewhat more than a mile length, which has been completed. us hope that this somewhat small specimen of the mighty engine which achieved such wonderful results in Western world is the true pioneer of an effective system of railway communication in China. It is something that the first experiment has been successfully made. A French proverb says Ce n'est que le premier pas qui coute, and the adage will we trust be exemplified this occasion. If no very wonderfu harm results to the natives in the vicinity, the projectors of the railroad will have scored a clear point in their own favour. If native prejudices can successfully overcome, a line connecting Shanghai with Soochow will in all probability soon follow. There would nothing in such a scheme to alarm official mind, the facilities thus afforded being local only. What the Chinese really dread is speedy communication with the capital, and time alone will overcome that dread, which is by means ill-founded. An effective system of railroad will diminish peculation, squeezing and all forms of extortion by one half, and official perquisites will suffer accordingly. Well-wishers of China will rejoice to see that the thin end of the wedge of a mighty reform has been

THE Moukden correspondent of the Courier and Gazette gives some in- deeds were made spontaneously by Mr teresting information respecting Russian A. F. Heard, under instructions from his progress in that territory. A French partner in America, without the knowpadre, he writes, "whose station is a ledge or even consent of the mortgagees long way to the North, informs us that to be benefitted by their validity. And Monsieur le Russe is feeling his way they were not to be registered (in the into the province of Manchuria, and land office) unless bankruptcy interventhat a station is being formed on this ed. As we have said, the decision arhave been making reconnaissances in and as law is (theoretically) but a public China Proper, so it seems that the Great exposition of morality, both being based Bear is not satisfied with his restricted upon the same foundations, it must be territory. Perhaps he wants to hold right legally. The question will very himself in readiness to strike a strong probably go to appeal. But we shall be blow should occasion offer; at any rate, surprised if the decision we to-night pubthere would be no difficulty for him to lish is upset. Upon one point only we take this Capital when once there is a have our doubts. In view of the very good point d'appui," 'The other Shang. peculiar way in which the consideration hai journal gives us even more precise for the deeds was obtained by Messrs A. information. It states that "a military | Heard & Co. (the expressed consideration settlement is reported to have been being wholly fictitious, inasmuch as they formed by the Russians on the right, or | were defined as money lent to the firm, Chinese, bank of the Heh Lung Kiang | while in reality Benecke, Souchay & Co. prepaid will be forwarded by the Eng- (the river Amur), in the neighbourhood had no intention whatever of lending of Saghalin Hotun, or Heh Lung Kiang | the sum | -- it certainly seems to us-that Correspondence addressed to Yokohams, Ch'eng, one of the principal towns of the it was almost unnecessary for the Chief province of Taitsihar. A farther advance Justice to insist so strongly upon the chu-Chinese authorities do not appear to Albert Heard. In plain English, if a have offered any opposition as yet, to mercantile clerk were to appropriate an this movement." If these items of news amount of money, committed to his ml other, though derived from different his own uses, and then offer a lien con sources, we suppose them to have a good property which might turn out to be in store for her owing to the insatiable priation, he would be called "names," and desire for fresh territory possessed by mayhap be ordered to repay, in monthly her nearest European neighbour. We mulcts from his salary, the sum so mishave often alluded to Russian advances China-wards, and there is nothing in the | make such operations extensive to secure action thus reported to give rise to astonishment on the part of those familiar with her past history in Eastern Asia. Her claims to indemnity for the caravan for Hongkong. destroyed by Chinese troops a few years since are evidently about to take a very practical form, and China may well proach of her troublesome friend. Never in fact was the empire in greater straits than at this moment; and the fatuity seems incomprehensible which refuses to keep on good terms with England, Gerbear has been year after year appropriat- the German Representative has been coming fresh slices of her territory. We helled, in consequence to threaten them, are not Russo-phobists. Russia has a fine part to play in the civilization of Central and Eastern Asia, but she has advanced her borders near enough to the she must refrain from further annexa-We cannot help thinking that the first serious foreign trouble China will have-serious, that is, in view of the fact that it will menace her territorial Manchuria will ere long suffer the same fate if she persists in shutting herself off from general European sympathics.

> Tan Judgment delivered by Sir John Smale and Mr Justice Snowden in the case of "Trustees of Augustine Heard & Co. vereus Benecke, Souchay & Co.," will probably command itself to the moons have the Authorities of extinguishs

as the result may be to the latter firm. The general body of creditors will gain by the decision (if it is not reversed on appeal), and substantial Justice will thus be ensured, at the expense of the individuals, indeed, but in strict accordance with the principles of equity. The case was very simple. Messrs Heard & Co. entered into partnership with Messrs Benecke, Souchay & Co. in regard to certain speculations; and for the purpose of providing funds the latter gave the local firm credits for double the amount which would be needed to carry out the arrangement. These credits between. the parties were simply available for £20,000. But between Messrs Benecke. Souchay & Co. and third parties they could be realized on to the extent of £40,000 in place of £20,000. Messra Augustine, Heard & Co. invested the first £20,000 as directed, but finding themselves under monetary pressure, they took advantage of the credits to obtain £20,000 in cash, with which they succeeded in quieting some of their Chinese creditors, whose future support might be very useful. Whether this preference of Chinese creditors was fraudulent in a technical, or any other, sense, we do not pretend to say. There may have been pressure; but pressure or no pressure, it was doubtless to the advantage of Messrs Augustine Heard & Co. to oblige those who, if they started again, could do them much good or harm. The local firm therefore raised on these credits £20,000 in cash, in direct contravention of the agreement between themselves and Messrs Bensoke. Souchay & Co. To secure the latter certain mortgages were prepared by Mr. Albert Heard in person, and executed before a notary public (the contents being at the same time concealed from the notary's knowledge), which mortgages were deposited in a sealed packet only to be opened upon the receipt of express instructions. These instructions, which directed the registration of the deeds and the handing of them over to the solicitors of Mesers Benecke, Souchay & Co., were received immediately before the declaration of the bankruptcy of Mesers Augustine Heard & Co. The question before the Court was, therefore, were these mortgages what the law terms "fraudulent," t.s., did they prefer the interests of a particular creditor to the disadvantage of the general body Both judges agreed that their execu-

tion was technically a "fraudulent preference," the deeds having been made in contemplation of bankruptcy. There was no pressure from creditors, and the of the Amoor. Russian officers rived at is undoubtedly morally correct; is said to be contemplated. The Man- absence of moral guilt on the part of Mr be true-and, as they confirm each charge for totally different purposes, to foundation-China has another trouble worthless as security for his misapproused. It seems that one only has to both impunity and commendation. The moral is not a very suitable one for any commercial community -- certainly not

> THE SPIRIT OF THE MORNING PRESS.

THE Press adverts to the support given by the foreign representatives at Peking the German claims in the Anna case. Whether the Ohinese Government, it says, we are, of course, unable to say, but it is by no means improbable. The demands of Germany are sure to be just and reason. Chinese frontier, and should learn that able, and it is not likely that they will be moderated to suit the ideas of the Peking Government, Hingland has a similar little bill to present on account of the loroha Mandarin. It is a duty we owe to other possessions-will arise on the part of foreigners as well as ourselves not to suffer Russia. China, if she be wise, will be these piratical acts to go unpunished.—Rewarned in time. Its Western provinces ferring to the losses of the Warspile and are already beginning to feel the touch Goliath training ships by fire, it mays these of Russian dominion, and Mongolia and occurrences are not altogether without their local application. "Petroleum, or paraffin as it is called by some, is much used in this Colony, owing to the high price of gas, and is imported in large quantities. If a ship laden with this highly combustible and dangerous oil unfortunately happened to take fire when in the harbour, what

### SUPREME COURT.

Vednesday, February 16th, 1876. IN FULL COURT.

IMPORTANT DECISION. WHITTALL AND ANOTHER V. BENECKE BOUGHAY AND COMPANY.

the Judges to-day.

In this suit the Hon. James Whittall and Theophilus Gee Linstead, describing themselves as being trustees of the estate and effects of John Heard, Augustine Heard, Albert Farley Heard, Robert Inglis Fearon, and Charles Edward Parker, lately trading in copartnership in Hongkong, China, Japan and the United States of America as merchants, and general agents under the style of Augustine Heard & Co., under and by virtue of a certain deed of assignment made and entered into by and between the said Trustees of said firm and 1875, under the provisions of the Bankrupt executed as his deed presently binding on ply here. their oreditors bearing date the 19th April Ordinance 1864, are plaintiffs; and Charles Victor Benecke, Henriette Elizabeth Benecke, Otto Auguste Benecke and Ernest Charles Benecke, carrying on business in copartnership in the City of London as Jankers under the style or firm of Benecke Southay & Co., and by amendment, W. H. Brereton, a Trustee named in the last of the mortgage deeds, are defendants.

The prayer of the plaintiffe' petition that certain Deeds eight in number being assurances by way of mortgage by Augustine Heard & Co. to the defendants, dated respectively three dated 2nd February, three dated the 24th February and two the 18th of April 1875, may be declared void and may be ordered to be set aside.

The plaintiffs alleged that these several deeds were fraudulent preferences by Augustine Heard & Co. against the provisions of the statutes of Elizabeth, and against the provisions of the Bankruptcy Ordinance

The case came on and was heard on November 25th, November 26th, November 29th, December 1st, 2nd, 6th, 8th, 10th, 11th, 13th and 15th, 1875, and at the desire of the Court on February the 7th, 1876. before the Full Court without a Jury.

Mr Hayllar, Q.C., and Mr Handley, instructed by Messrs Caldwell and Brereton. appeared for the plaintiffs. The Attorney General, the Hon. Mr Bramston, and Mr Kingsmill, instructed by Mesers Sharp, Toller and Johnson, appeared for the defendants.

... The facts and circumstances appear from the admissions in the pleadings, and from 37 exhibits, and from the viva voce examinations of two members of the firm of Augustine Heard & Co., their Bookkeeper and other witnesses.

#### JUDGMENT BY HIS HONOR MR. JUSTICE SNOWDEN.

The Honble. Justice Snowden delivered his judgment as follows :--

A joint statement of facts as found by the full Court in this case has been prepared, and is brought into Court and is taken as read, so that it is not necessary to refer to them particularly. I therefore propose only to state the grounds of my decision | them void against subsequent bond fide us briefly as I have found it to be purchasers, or mortgages for a valuable the learned counsel on either side bave been treated seriatim, that seeming to be the most convenient course to follow.

I do not propose to decide what the precise legal definition of the arrangement entered into between Messrs Augustine Heard & Co. and the defendants, Mesers Benecke & Co., should be I find that a fund amounting to £30,000 was (by the letters of April 10th and August 28th, 1874, or the command of a credit to that amount) placed by the defendants in the hands of Messrs Augustine Heard & Co. for certain special purposes, and on certain fixed terms. One of these terms was a division of profits and losses. So Messrs Benecke, Souchay & Co. provided the capital to carry on certain ex- These eight deeds the plaintiffs now seek change and loan-advance operations as they to set aside, as made by way of fraudulant may to termed, whilst Messrs Augustine preference, as amounting to acts of Bank-Heard & Co. contributed local experience ruptoy, and as voluntary deeds void under and knowledge in the manipulation of the capital on the terms of adivision of profit and loss. Mr Justice Lindley in his work on partnership, p. 19, says that "he is not aware act of Eliz., they will be void in Bankruptagreed to divide profit and loss have been held not to be partners.

In the present case the question of partnership in profits and losses could only extend to £30,000 advanced under the partly from the 24th and 25th Vict. Chap. three first credits for £10,000 each. The two last oredits for £10,000 each forwarded to Messra Augustine Heard & Co. in a letter from defendants, dated Nov. 6th. to take the place of credits which had expired or were believed to be about to expire, could not, I think, be included in the partnership capital-if partnership

Heard & Co. the £7,000 more or less remitted—it is doubtful if there was any debt for which the defendants could prove in Bankruptcy before an account had been taken and a balance found to be due in respect of which their assents would count under the Deed

of Assignment. If, on the other hand, it was merely an advance, then on misapplication of the proceeds of the letters of credit an immediate debt might accrue; or as none of the bills drawn under these credits were accept-

mor at any rate an incheste liability.

length by and by. consist of past debts and present advances, able. Newnham v. Stevenson, 20 L. C. tion of an antecedent debt.

pared and executed.

prepared in secret, and executed by the oredit had been used at all, much less that is said to be fraudulent. grantor Mr A. F. Heard only, the defen- they had been applied to pay off Chinese . The use of the two last clean credits candents the grantees being absolutely ignor- creditors. There was not even a request not be defended, yet I hope and believe ant that such documents had been made nor any previous agreement nor any obligathat Mr A. F. Heard was acting on the in their favour until some time afterwards. I tion to make them. The agreement enter . Advice of the solicitors at Boston, and con-It was argued that such decuments are not | ed into by Aug. Heard & Co. to cover the | sidered that it was his duty to protect the any interest in property at all.

Judgment in this case was delivered by a similar way and executed by the grantor | And such was the meaning of the demand alone, and even retained under his own for "cover" contained in the letters from control, may be effectual instruments to the defendants March 10th, a term which delivered by very learned judges quota- would.

> is one of intention, Wickham v. Xenos, authorities on the subject and refers to all the most important previous decisions. Mr Justice Blackburn says, "No particular technical form of words or acts is necessary to render an instrument the deed of the

him, it is sufficient." He goes on to say, "And it is clear from the authorities as by way of fraudulent preference? well as from the reason of the thing that | I do not attach much importance to the 3 Ex.; Ex parte Foxley L. R. 3 Chan. ap. placed in the lands of an attorney, until a tenor of the deed, which shews a clear inthe deed is binding on the obligor before fact that Mr A. F. Heard was auxious to p. 104; In re Colemere L. R. Chan. sp. 129; mortgage deed is prepared, as a security for tention that the estate should be adminit comes into the oustody of the obligee. nay, even before he knows of it." Whether register them in the land office under the p. 71, and Whitmere v. Claridge 38 L. J. would form an equitable mortgage until should be disregarded as inconsistent with if the crisis had passed these deeds would Ordinance 3, of 1844. The Ordinance does Q B. Ex. Ch. 87, in which conveyances the deed is executed, Keys v. Williams 3 the provisions of the Bankruptoy Acts—in ever have reached the defendants, Messrs not require it. Such an obligation would and transfers of property have been upheid. Y. & C. 55. But if placed in his hands merely the same way as inconsistent powers con-Benecke it is unnecessary to speculate, as not be reasonable as it seems to me, as it see in the end they were placed in the hands might involve in Bankruptcy any mer- there was some previous agreement to give it would not be an equitable mortgage, in ex parte Spyers in re Josephs, 32 L. J. of defendants' agent as deeds passing the chant who in a state of mere temporary security, or that the conveyance was made Ex parte Bulwer, 3 Cox 243.

sent under consideration, because the deeds | in time to obtain priority over any other

their papers after death. So Mr A. F. Heard, when he executed these deeds for himself, and his partners whose powers of attorney he held, conveyed property comprised in the schedule.

It is admitted that the various considerations recited in the deeds were entirely fictitious unless the use of the £20.000 drawn under the two last credits can be held to be a present advance and the funds obtained under the three first formed an antecedent debt; but under the circumstances the defendants could not be. I think,

This brings me to the next objection deeds void as against the Trust deed, not having been registered within one month of the date of their execution, and the Trust deed having been so registered.

The Registration Ordinance is permissive. Deeds, etc., may be registered, and priority is given according to the respective dates of Registration. If deeds, etc., are not registered at all, then the Ordinance makes consideration. The Trustees under the fide and for a valuable consideration.

It is not easy to say what the meaning of Section 4 can be. It seems to me that the intention of that Section is to preserve the priority of a deed according to the date of its execution which though executed before is registered after another deed within one month from date.

The six deeds in question were all registered on April 14th, whilst the Trust deed was not registered before April 23rd. They would therefore in my opinion have priority. The same question does not arise with respect to the two deeds of April 13th, as they were registered within one month of their execution and before the Trust deed.

These questions may be considered together. If these deeds are void under the does not hold good.

is composed of provisions borrowed partly from 12th and 19th Viot., Ch. 126, and

of 12 and 18 Vict., Ch. 126, enacts that if any bankrupt being at the time insolof his children or for some valuable consideration bave conveyed, assigned, or transthere was -as the agreement limited the Offices Fees, Annuities, Leases, Goods or capital to £20,000 out at any one time, and | Chattells, etc., the Court may order the same these two last credits were used not only to be sold and disposed of for the benefit of express instructions of the defendants and | Sect. 167 of the Ord., which is a verbatim | packet, deposited with agent—and finally | for the defendants. of the agreement made by Augustine copy of Sect. 196 of 24 and 25 Vict. Ch.

134, it is provided that after the Registra-Without deciding it is necessary to refer | tion of Trust Deeds described in previous to this point because if the agreement was | Sections, 163-165, the Debtor, certain | letters, as well as the telegrams produced, | voluntary and prime facie it was. The applicable in this case. one of partnership and an account must be Creditors and Trustees &c. shall have the is "secure Messrs Baring & Co., use clean | deeds convey, or rather cover all the re- The attempt was made and failed. It Law in which we have set in full Court, taken—then to the extent of £30,000 minus | benefit of and be liable to all the provi- credits," but execute mortgage to cover maining interest of the debtors in the pro- was found impossible to show that the under our code, I think it a most inconvenish sions of the Ord, in the same or like man- bills drawn under them. \_\_\_\_ perty conveyed, and it cannot be doubted holders of current bills had assented, and ent and unadvisable proceeding. ner, as if the debtor had been adjudged a Bankrupt, and the creditors had proved. Heard carried out in respect of the defend. | Was imminent. Mr A. F. Heard instructs | Sect. 170 made to meet this very emergency | arisen, owing in part to the engagements of and the Trustees had been appointed ants "clean credits." From the 25th to 30th Mr Parker "to record" the mortgages, had not been carried out.

> to Sept. 98 of the Ord. (Sept. 128 of 12 and 13 Vict., Ch. 184) that conveyances voidable under that Section must have been made also in contemplation of Bankruptey.

Morgan v. Brundrett, & B. and A. 289. Moreover Sect. 105 Ord. protects coned by the defendants until after the date of yeyances made bond, fide to purchasers the registration of the deed of assignment without notice of a previous act of Bank -a debt may have been created in future ruptoy, except conveyances and equitable mortgages made or given by any bank-This subject will be treated of at greater rupt by way of fraudulent preference. The result therefore is that, even if good under This affects the question of the various the Statute of Elizabeth conveyances made considerations for which the mortgage by way of fraudulent preference and in deeds more given, as they are recited to contemplation of Bankruptcy will be void. Sept other creditors in case of failure

last credits, ratified by the defendants, hopelessly insolvent made for a good it right here to repeat what has been often bills were running on them amounted to a present advance which consideration, and were they transactions said before that the term ! fratidulent prewould support the more infirm considera bond fide made and entered into and not ference" does not necessarily imply an 12th, seems to have joined the firm of clusion that this is such a deed as comes by way of fraudulent preference-nor in offence against either honor or honosty. Aug. Heard & Co., when in desperate cir. under the operation of Sept. 167 and that The next question for consideration is contemplation of Banksuptoy. I have no The act imposched may be a thoroughly sumstances from no prospect of advantage the Trustees obtain under it all the powers

to be considered deeds capable of conveying | bills drawn against credits was to do so by remitting good bills on London. A But many cases show that deeds made in mortgage of realty was never contemplated. has been invoked in aid of the argument The law is now settled that the question of demand or pressure made in respect of more or less. But really each case rests on by deposit of title deeds. the deeds of April. This request for cover its own merits, and there are features in L. R. 2 H. L. C., is one of the latest arrived long after the deeds of February this case distinguishing it from any other to Mr. Toller as agent for the Defendants, were made.

Hatherley's language in ex parte Tempest, six conveyances being conveyances of a ed in his custody by Mr. Parker. L. R. 6, Chan. Ap. p. 74. He says, "The part only of the debtors' property had been principle is that in order to constitute a made in consideration of an actual bona party making it. The mere affixing the fraudulent preference the act must be the fide advance, then such a consideration seal does not make it a deed, but as soon spontaneous sot of the debtor not bond fide would, I think, enure to support the aute-

embarrassment, raised money on the secu- to secure past and present or present There must be some understanding or v. Fletcher, 13 L. J. Chan. 66. Some of very existence was unknown to any one case out of the rules relating to acts of here. these are stronger cases than the one at pre- else, and they could always be registered Bankruptcy.

But the secrecy of the transaction, the manner in which the deeds were prepared, to secure them in respect not of an actual not by Mr Brereton, the retained Solicitor present advance but of a previous misto the defendants the legal estate in the of the firm but by the grantor, the execu- application of credits, because the proceeds tion before Mr Brereton as a Notary Public, the anxiety displayed by Mr A. F. Heard that the contents of the deeds should not be which throw great light on the intention of and the question of the contemplation of

Bankruptcy 24th were kept entirely secret. Now se- | mercantile transaction where he pays one of fraud; and they were not registered | son, 5 T. R. 235. The law, however, says bankruptcy.

made by Mr Hayllar, which is, -Are these defined by many Judges in many cases in | creditors, the Chinese creditors at Canton understood by the London creditors. various terms.

templated it.

those words I take to be that the payment has been introduced that the assignment to lested. or delivery must be with intent to defeat be fraudulent must be made not for the This seems to me, to have been the con- can effectually reach such property but by

with approbation in ex parte Simpson I De is an act of Bankruptcy." M. & G. p. 19. "Where a party is in so Three elements of fraudulent preference 409, are authorities on this point. hopeless a state of insolvency that he can- as laid down in Griffith and Holmes are as though he chooses to fight it off as long Graham, 2 Jurist N. S. 1225.) Bankrupt laws."

ference of a fact to be gathered from sur- Bankruptcy.

received from his brother, Mr John Heard, be secured to the defendants, the case of of the deed had not been obtained, and of any case in which persons who have cy, although the converse of the proposition | the partner resident in America, have been Brown v. Kempton, 19 L. J. C. P. 169, is | they it has been decided (Petrie v. Petrie, Now the Bankruptoy Ord. No. 5 of 1864, for light on this point, for there can be no ent preference. doubt that Mr A. F. Heard acted on the xiety and alarm did not extend to Mr A. rity. yent shall (except upon Marriage of any F. Heard in Hongkong. The letters de- It is quite possible that Messrs Benecke caution had not been taken. scribe the interview of the writer with his pressed Mr A. F. Heard for further secu-"when suspension becomes inevitable they This transaction seems to me to be simi. This was the course adopted in ex parte in which I do not entirely acquiesce should are to be registered."

But it has been decided with reference doubt, he prepared the deeds of Feb. 2nd F. Heard these instructions, "when sus the 2nd requisition of Sect. 163, and is not and 24th to secure the defendants, whose pension inevitable record." Can it be a good deed under that Sect. as it was not money he had used. He himself says so doubted that bankruptey was contemplated; proved that a majurity of in value of the in the letter included in the scaled packet | with such a mass of debt "suspension" dontaining the mortgage deeds, and placed | could only mean bankruptcy, or its equivalthe matter beyond doubt, as it seems to me. | ent. He says; "I beg to recapitulate the steps we Besides within two days the stoppage of and so by Sect, 165 is receivable in evidence would have been advisable that this case gages had been executed to protect the against if the firm continued business? Whom were they to be secured sysinst ex- plied necessarily their own failure.

That there may be no misapprehension and it was argued by the learned counsel P. 111. Were these deeds then being made and that no larger share of blame than is for the defendants that the use of the two when the firm of Aug. Heard & Co. was die may rest on Mr A. F. Heard, I think our agents in London, a large amount of of Sect. 167,

deeds of February 2nd and 24th were pre- no suggestion that there was the least pres, ditor, and yet, if it tends to defeat and help in the hour of need a firm with which sure on the part of the defendants, who delay the body of creditors, it is against he had been connected for many years in a Now it is shewn that these deeds were little knew that their two last letters of the policy of the Bankruptcy laws, and so subordinate capacity, and in which his the credits had been accepted. In point

> defendants by these mortgages if he used their money.

side and the other, and from the judgments tions were extracted bearing on the subject. I can find in the Reports.

The transaction here was very different, never passed out of the custody of the deed. It is equally true that if the emer- and it seems to me that these mortgages grantors, and were only found amongst gency had passed they could be suppres- were given to secure preferred creditors, or perhaps rather creditors in future in respect of an antecedent liability, and of the credits had really been misapplied before the deeds were executed.

seen, the deposit in a sealed packet, are facts | misuse of language, even if the creation of release. the deeds and the use of the credits were Court of Equity could reform a conveyance | that is not enough; a man has a right to imposed upon them by necessity, but in ent right of action respecting same." give a preference to a creditor, and as has been | no true sense can it be fairly called an

and elsewhere, not to enable them to carry

not reasonably expect to avoid Bankruptcy follows,—(p. 428, following Bourne ...

ceptance of the bills, and if these deeds deducted.

Next as to the deeds of April 13th. Mr tained.

lar to the former one.

And all these instrictions Mr A. F. that Mr Parker felt sure that a stoppage as I pointed out before, the provisions of

have taken to guard you from all possible Messrs Fearon & Co. in London was tele- and enures for the benefit of creditors as should have been heard in the first instance loss from the use of your clean oredita." graphed out here. The intimate business senting to it. What can this mean but that these mort relations existing between that firm and The cases of Seymour c. George 33 L.J. Mesers Aug Hoard & Co. senders it ex. 281, confirmed in the Ex. Ch. 34 L. J. 187, always preferable; it is the usual course in defendant from loss in case of the failure of tremely difficult to believe that Mr A. F. Ex parts Atkinson L.R. Fq. Vol. 9 p. 786 | England: though we recognise the great the firm! What were they to be secured. Heard did not know of the approaching which explains the apparently contrary advantage to suitors that we should sit in failure of Mesars Fearon & Co., which im view held in Pearson v. Pearson 1 L.R., full Court, and hear, and confer, and deside

the land effort of the manner in which the doubt that they were voluntary. There is moral and praiseworthy agt as to one ere, to himself, but from a generous wish to of Assigness to thenkrup or

uncle had formerly been a partner.

credits had been used, not before as was argued. There seems to have been a In the course of the argument a very vague hope that this sum would reach large number of cases were cited on the one them from London or Boston, but there can have been no bond fide belief that it

Next was there an Equitable Mortgage

Mr. Parker handed the mortgage deeds and Mr. Toller very naturally and properly It will be here convenient to quote Lord The result is this, in my opinion; if these demanded the title deeds which were plac-

It was argued that even if the mortgages were bad, this was a deposit of title deeds amounting to an equitable mortgage. It nowhere appears that Mr. Toller de-

as there are nots or words sufficient to shew originating in a demand or some other step | ordent advances, and it would be difficult | manded these deeds as a deposit by way of | protect valid securities, but not to uphold that it is intended by the party to be of the creditor." These words exactly ap- to take the case out of the mortgage, but merely as accompanying the any voidable as fraudulent preferences. principles laid down in Bittleston v. Cook, mortgage deeds in the completion of the In the next place were these deeds made | 25 L. J.; Q B. 281.; Bills v. Smith; Mer- title. The intention to create an equitable | that meaning, I should be disposed to hold cer v. Peterson L. R. vol. 2, Er. 304 and | mortgage must be clear. If deeds are | that it is so repugnant to the objects and keep these deeds secret, and that he did not and ex parte Tempest L. R., 6 Chan. Ap. | money previously advanced, such a deposit | istered as in Bankruptcy, that the proviso

This case supports the older cases cited rity of household property or land. advances only, or that they were made agreement or something said or done to rights and remedies with respect to the in argument Exton and Scott, 6 Sim 81; Besides the deeds were practically in the under immediate pressure, or there is to be create an equitable mortgage by deposit of debtors and their estate and effects, and Hall v. Palmer, 18 L. J. Ch. 852; Fletcher hands of the grantors themselves. Their found some circumstance which takes the deeds and there is nothing of the kind the collection and recovery of the same as

We now come to the deed of assignment | by Assignees. made and executed on April 19th and rogistered on the 23rd. It was prepared on ferences they were acts of Bankruptcy, and instructions from Mr Parker. The deed so the title of the Trustees would relate purports to be made by and between Aug. back, Topping v. Keysell 32 L. J. C. P. 225. Heard & Co., the plaintiffs as trustees, This case was followed by a very important and the creditors. It was executed by the case not cited in argument, but bearing plaintiffs, and Mr Parker for the firm, his very strongly on the present question, authority to do so being admitted, but not | Exley v. Inglis, 8 L. R. Ex. 247. This is by any creditor. It is in a common form. an authority that Trustees can take steps It conveys all the estate of the debtors to avoid a fraudulent transfer of goods (or To call this an advance seems to me a to the Trustees, and contains the usual of securities, I suppose) made before the

The assents of Messrs Baring & Co. and Mr A. F. Heard in dreating the securities, contemporaneous. No doubt, when the the defendants, the only secured creditors. defendants discovered that their credits were obtained by telegram. They are all in Exley and Inglis that the Trustees only had been drawn against, and the proceeds most the same word for word. "We as take such property as the deed, the con-In the perfectly voluntary nature and in applied to purposes entirely foreign to sent to deed allowing Heard resuming tract between the debtor and his crediprevented from showing any good considera- the secrecy of these deeds we have undoubt- those originally agreed upon, they made business provided our doing so does not tors, gives the m. and which was alone tion really existing, and if necessary a ed elements of fraudulent preference. But the best of it and accepted the securities compromise our securities, or our independ- in their contemplation, namely the goods

The deed contains a corresponding pro- ment would be that the debtors having These six deeds of February 2nd and remarked may be said to do so in every advance—and the subsequent acceptance vision, It was contended on the part of conveyed the property comprised in the of the mortgages was not a "ratification" the defendants that they gave no assent to mortgages to the defendants, they could credy is not a proof, but one of the signs | creditor before others. Holbord v. Ander- in my opinion as was urged in argument. a deed which would from its nature be pr - not have intended to convey it again to the I have already stated that the deeds were | hibitive of Aug. Heard & Co.'s resuming | Trustees. But the doctrine laid down in within one month from the date of execu. that he must not do so in contemplation of entirely voluntary. Moreover they were business. Mr Parker had at some meeting Topping v. Keysell was upheld in Exley v. made to secure money used to enable used the word "Resumption," which I have Inglis. The Chief Baron says, after point-Contemplation of Bankruptcy has been Messrs A. Heard & Co. to pay favoured no doubt had reached and had been mis- ing out that the Trust Deed (similar to the

> I do not think that the defendants con- ary powers, that there are many good rea-In Poland v. Glyn cited in the notes to on their business as was the case in re Cole- tomplated such a deed as this, but I think sons why the rule ought to govern. Flook v. Jones 4 Bingham, Mr Justice mere L. R., Chan. 129, and so the tendency that they did intend to assent to some sort no such power were possessed there would Bailey says, if it was probable that a bank- was to defeat and delay the general body of deed effecting an arrangement be- be nothing to prevent a debtor from assignruptcy would ensue, then it may be predi- of creditors, and this is an act of Bank- tween Aug. Heard & Co. and their ing secretly a large part of his estate to cated of him that he (the Bankrupt) con- ruptcy. In re Colemere L. R. 1 Chan. Ap. | creditors, perhaps an inspectorship deed favoured creditors, or those who were no by Lord Cranworth, says after remarking which would leave the property in the creditors at all, and so deprive real bond In Morgan v. Brundrett, 5 B. & Ad. 296, on the policy of the 12 and 13 Vict. C. hands of Aug. Heard and Co. on the con-fide creditors of the whole benefit of the Mr Justice Parke says, "The meaning of 106 sec. 67, "a very reasonable qualification dition that their securities were not mo- deed which he subsequently executed."

the general distribution of effects which purpose of raising money to enable the dition of their assenting to any deed. But a resort to the doctrines of bankruptcy. different questions of law raised by deed of Trust are such purchasers bond takes place under a commission of Bank- trade but for the it has been always held that assents to a Baron Martin concurs in the opinion that purpose of paying some favoured creditor Trust deed of this kind must be unqualified the Trustees could disaffirm a fraudulent Another definition given by Chief Justice or making some payments to all his and without condition, Johnson v. Osenton transfer. Tindal in Gibson v. Boutts, 3 Scott p. 229, creditors otherwise than through the Bank. 38 L. J. Ex. 76, and ex parte Railings, The cases of Marks v. Feldman 5 L. R. Q. is quoted by Lord Justice Knight Bruce | ruptcy Court. In cither of these cases it | 32 L J. Bank; Horsfall v. The Swan | B. 275 Ex. Ch. and Exley v. Inglis. shew Bank and Brick Works 18 L. Times N. S. | that apart from the doctrine of relation back

I think the assent here was conditional, lent transfer. and would not be a good assent to a Trust | I think therefore that these deeds were deed under Section 163, and if so it would | made when the firm of Aug. Heard & Co. as possible, I cannot look upon a payment | 1. Contemplation of bankruptcy, the im- | be deducted from the sum total of assents. | were insolvent and were not made for a made by him voluntarily to a favoured mediate proximity of the event is not essen- The same rule would apply to the assent of valuable consideration, and so under Sect. creditor, in any other light than as a pay- tial as has been held frequently. 2nd, Mesars Baving B. & Co.; and that too for 93 may be disposed of by the Trustees for ment calculated and intended to defeat the distribution proprio motu by Bankrupt | the whole value of their securities, inas | the benefit of the creditors, or as being 8rd, a distribution different from that much as after many conflicting decisions fraudulent preferences, and therefore must Contemplation of Bankruptcy is an in- which would be made by the Court of (ex parte Morgan 32 L. J. Bank. p. 15 be declared void. I concur in the order having been decided in the opposite direc- which will be indicated by his Lordship. rounding circumstances without any proof This is a fair description of some of the tion by Lord Westbury), the cases of that a distinct act was in view. Aldred v. essential ingredients of a fraudulent pre- Whittaker v. Lowe L. R. Vol. 1 Eq. p. 74, Constable 4 Q. B. 674, and it is a fact which ference, and all are to be found in this case, and in re Stark L. R. 1 Chan. Ap. 150, depends upon the mind and intention of a Even if there had been no existing debt are now conclusive that the value of the the Bankrupt at the time, Gibson v. Boutts | there was one likely to accrue on the so securities of secured creditors is not to be

Now on February 2nd, Mr A. F. Heard | were made with the intention that should | Besides, the assents of holders of outwas the sole partner here and letters he Bankruptcy supervens a preference might standing bills at the date of Registration put in evidence, and to them we must look an authority that such would be a fraudul- L. R. 3 Chan Ap. 232) are creditors having sented to us; but when the learned Judge proveable debts whose assent must be ob. shewed me his searching examination of

advice contained in them. They seem to Parker had then become a partner, and it where owing to their absence in and of others not cited, I thought that it me to breathe the very spirit of fraudulent acting under instructions from Mr A. F. foreign countries or some other reason would be a waste of time to travel over the preference. They express vividly the criti- Heard who had then reached London dir- such assent cannot be obtained the provi- same ground. Finally I determined to sup-Sect. 98 of the Ord., following Sect. 126 cal state of the firm and the alarm of the ected Mr Brereton and Mr Toller to prepare sions of Section 170 Bankruptcy Ordinance press my long criticism of the arguments writer, and I cannot conceive that that an | deeds giving the defendants further secu- | must have been complied with and notices | used, and to state my decision on the case given in the local papers. But this pre- before us more concisely.

In view of the grave consequences of have eliminated from the evidence we consolicitor, Mr Ward, rapeat his advice, give rity, but there is no proof of such a thing. | holding the Trust Deed to be invalid after our, but we have had difficulty in agreeing ferred to any person any Hereditaments, urgent directions about the secret prepara. All we know is that by a telegram from much consideration, the Court under the on the statements of them. tion of deeds secttring Messrs Baring & Co. his partner, Mr Parker is directed to have powers conferred by the Code called on the We have come to the same conclusions in They are to be executed before a notary these deeds made and executed, and the plaintiffs to produce if possible further law. For the most part I accept the reapublic in such a way that the contents may murt age deeds removed from the sealed evidence that the requisite majority had soning of the learned Judge. It is not without the sanction but in defiance of the the creditors under the Bankruptcy. By not be seen by him placed in a sealed packet and handed to Mr Toller as agent assented, so as to make the deed binding on important for the purposes of this case that non-assenting creditors.

> Rawlings on appeal, no doubt under dif be specified. The whole burden of Mr John Heard's | There is no evidence that it was not ferent circumstances, but we considered it | This is the first case presenting a great

gred tors had assented. Is it then utterly void and valueless !

It is a deed registered in Bankruptoy,

Ex. 808, and Johnson c. Osenton 88 L.J. on a review in the cases in which any litie Mr Parker says "when Mesers Fearon Ex. 76 shew that a deed though void under gant party may appeal. stopped it became necessary for Aug. Sect. 163 may come within the scope of Heard & Co. to stop tod. They were Sect. 165, and so be within the operation the several questions which appear to me to

Tois deed is a perfectly good deed at Mr Parker, who became partner on Feb. Common Law, and have come to the con-

But it was argued that the defendants were not creditors until the bills drawn under of fact, however, the defendants at the da's It may here be observed that after he of the Registration of the deed were actual became a partner and bad examined the creditors for a small sum about £300 in accounts he told Mr A. F. Heard that they respect of losses on some joint dealings in required £20,000 to get through their dif- tea. This being so they would be assenting ficulties, and this was after the two creditors provided their agent Mr Toller had any authority to sign at all.

As I have before remarked, I think there was authority given to sign a deed, but not .... such a deed as this was intended to be. Is then the property conveyed by these mortgage deeds, eight in number, beyond the reach of the Trustees ?

It was argued by the learned Attorney General that by the provise in the deed of Trust protecting these securities the Trustees had waived their right to avoidthese mortgages, and that as they were good against the grantors Aug. Heard & Co., the Trustees were estopped from impeaching them. I cannot concur in that argument; it seems to me that the proviso must be held to have been intended to

Could the clause be considered to have Bankruptcy p. 62.

The Trustees have the same powers. are possessed or may be used or exercised

Now, if these deeds were fraudulent preexecution of the deed, without doing any act to avoid the transaction

The same argument was raised here as conveyed. In the present case the arguone here) conferred on Trustees the necess-There is no other way in which an assigned

assignee may at any time avoid a fraudu-

JUDGMENT BY THE CHIEF JUSTICE. SIR JOHN SMALE, Chief Justice, gave his judgment in the following words:-I entirely concur in the conclusion to

which Mr Justice Snowden has arrived. I had prepared an elaborate review of the cases and arguments which have been prethe facts in evidence, and also of cases cited

In the facts which after much labour we

the points not essential to those conclusions

entanglement of facts and much debated

In this case causes of delay have repeatedly each and owing further to the fact that oreditors' assignees under such Bankruptcy. I musry be exhausted them. I have no and Mr J. Heard had before given Mr A. This deed therefore does not comply with exhibits 38 in number, besides the evidence and the Law authorities from over I believe 100 volumes an unprecedented number to which we have been referred, having been wanted by each of us at the same time for undisturbed and connected consideration.

We have come to the conclusion that it by one Judge sitting alone, or by him with a jury. We think this course would be

I now proceed to sapress thy opinion of be necessary to be considered in order to lead to a decision of this case.

In the very elaborate arguments to which we attentively listened many points were raised; other important questions occurred

to us in discussions between ourselves. The precise questions in this same are novel in this Colony, which may account for the ment of a chose in action did not vest the the title of the Trustees resulted back to the Deeds dated in April, did so under pressure under the Ordinance for registration of length of the arguments. .

experience. e. Inglie, L. R. 3 Ex. 247. There the explains the Law fully, and if that case is Bankruptcy law." Law as it existed in the last century." In- makes such conclusion certain. there referred to, especially. Topping v. to question all deeds and transactions which eminent Judges should be quoted. Reysell 16 C. B. (N. S.) 258, and 33, L. J. would be fraudulent preferences as against the debtors also to note that (b) I am of opinion that when Mr Parker must be a declaration to the effect that the (C. P.) 225 reported in 1864, conclusively the assignees in Bankruptoy of the Debtors the impeached acts originated in the advice instructed. Mr Brereton and Mr Toller eight impeached Deeds are fraudulent pro-

The plaintiffs by their petition designate as such assignees could do whether such Boston. I feel it however my duty to assert deeds of the 13th April 1876, he did so in as against the Printiffs, the Trustees under themselves trustees of the estate of A. Heard preferences should be in favor of assenting that, although merchants may prefer one anticipation of declared intolvency, and the Trust Deed of April 19th, 1875, and that & Co. under the provisions of the Bankrupt. or dissenting creditors.

cy Ordinance 1864. for all his partners. This disposes of the oreditors, all the remedies of dissenting cre-trustee of them for rateable distribution question whether one partner can be pre-ditors being unaffected, or only partially among his creditors. Whoever diverts, for the deed were also proved.

condition had not been complied with, that Exley v. Inglis 247-257,) in the same posi- by the debtors of the defendants. it was not proved that a majority in number | tion as Assignees in Banksuptcy. writing "-assented to the Trust Deed. This dants assented to the Deed by the telegram, against Assignees in Bankruptoy, for I

ges Bramble v. Moss, L.R. S C.P. 458 and been whether a telegram, without direct I am of opinion as follows :- First, as to Ex parts Rawline, 32 L. J. Bank. 27. A proof that it was duly authorised "in writ- the Deeds dated in February executed by great deal of time was occupied by the ex- ing" to be transmitted, constituted a com- Mr Albert Heard. amination of witnesses and documents put pliance with condition 2 of section 183 "in | (a) There is no evidence whatever, not even in evidence tending to confirm Mr Parker's writing assent to," it has been treated as evidence on which to hang a suspicion that affidavit that due majorities of oreditors in being a sufficient compliance, and it was not Mr Albert Heard when he executed the imnumber and value had on the day of regis- questioned in this case, I hold that the as- peached Deeds dated in February did to tration assented to the Deed, and by the ar- cent by these Defendants by telegram was under pressure by the defendants. On the guments thereon. After a long consideration sufficient: see Johnston v. Ossenton, 38 L.J. cor dary Mr. Albert Heard executed the of the case we thought that the evidence ad- Ex. 76 L.R. 4 Ex. 107. duced was vague to prove due compli- The Defendants contend that the telegram indeed been advised by the Lawyers of the ance with condition No. 2. We gave the constained two conditions not satisfied by firm in Boston to execute Deeds in the forms plaintiffs an opportunity by proving the pre- the facts in evidence. Taking the latter he used to protect Baring Brothers in case cise amount of the indebtedness of Aug. the proviso first I am of opinion that assent of imminency of Bankruptcy, and he availed Heard & Co., and by a nominal list of as- to the Deed did not compromise the securi- himself of the advice spontaneously to prosenting creditors making up the due amounts | ties of the Defendants. The Trust Deed left | teet these defendants. plied with; but Mr Hayllar, after having alternative of Bankruptcy had occurred (see Albert Heard, they were signed without the bruary instant, said he did not admit that

Deed on that point. does not comply with Section 163.

firmed on appeal 34 L. J. Ex. 187, and other | the word appears to me to be the same: cases, the plaintiffs by force of this Deed |. The second contention for the defendants | vered to Mr Brereton on an undertaking by are not only Assignees at Common Law of plated by Section 163, and that this not Brereton's large experience was without adapting the words of that section the plain. be held bound by the assent. tiffs are subject to the jurisdiction of the . If they had so meant, it was their duty to of fraud. Loft, 782. All smelt of fraud and Court in Bankruptcy, and they have the have so explicitly worded their telegram, experiment, to use the language of Lord benefit of and are liable to all the provisions. There might have been some force in the Northington reported in Ambler and Eden of the Ordinance in the same or like manner point if the conditions necessary to bring. The fraud and experiment in this case was as if these debtors had been adjudged Bank- | the deed within Section 163 had been con- | as I infer, that in case by some unlooked for and in particular that as between themselves | the other and subsequent conditions might of the defendants in case of proclaimed in and the debtors and also as against third be complied with including condition No. 8; solvency. I infer that the motive for preand remedies with respect to the debters and now avail themselves of the mere absence of of the Deeds, especially of the Deed assign their estate and effects, and the collection proof as against them that all the subsequent ing the house in which the business of the as may be used or exercised by assignees or repudiate their signature.

for the purposes of this suit between the Inglis at p. 254; "it is obvious that the within its express provisions. Legislature intended by Section 197 (of the of our Ordinance) to confer on such Trus- I do not see that it is material whether they | the Deeds believed that all means of raising vious transactions under which the property that ought to be distributed among the creditors generally was granted away in favor no change was effected in the property. He must be taken in other words to say that.

the transaction was absolutely void. I confess myself entirely unable to explain already decided on simple suthority as I that a stoppage of the business, that is lead to the Bankruptoy Act 1861 (the same placed by Section 187 in precisely the same not absolutely certain the whole of our Ordinance) had been inserted in the wrong place. They id it was by mistake inserted in the series plaintiff.

We have referred to and considered all would do in assignees in Bankruptey, but Now what is a fraudulent preference? did so without such pressure. It is true on the general questions, it becomes unne-

The defendants admitted that the deed tween the effect of section 163 and of section own solvenoy. From the time dated the 19th which was prepared on his the plaintiffs. was duly executed by the trustees and by 165 appears to me to be that whilst under when bankruptoy looms in the distance, and spontaneous instructions without his con-Mr Parker for himself and for his partners, section 163 the Debtors are absolutely dis- is present to the merchant's mind as a not sulting a single creditor. and they agreed to take no objection to the charged from all debts whatever proveable improbable event, the merchant ought all. This is the first time I believe in which the circumstances of the case, we give sufficiency of the powers of Attorney held in Bankruptoy they are under section 165 ways to feel that his assets are not his own, any question has been raised in this Court costs to either party. by him to enable him to execute the deed discharged only from the debts of assenting but that he is legally and morally merely a visit of assenting but that he is legally and morally merely a sumed to have been empowered by his part- affected; and also that whilst the title and the benefit of one creditor, assets which the ners to commit an act of Bankruptcy by estate of the Trustees under section 168 is law dedicates to all equally, note not only such a deed as the present, as to which absolutely unimpeachable their title and illegally but wrongly. The same immutable doubts might be raised. Some consents to estate may be superceded by Bankruptcy on principles of right and wrong are at the the deed were also proved.

an effectual petition of a dissenting creditor, foundation of Law and of morality. The Trustees proved compliance with all or even by a Trust deed duly perfected un. According to authorities the plaintiffs may the provisions of Section 163 of our Bank- der section 163. With these exceptions it successfully impeach preference even if it be

The plaintiffs were thus put to full proof for them written on the Trust Deed.

of compliance with the second condition. However open to question it might have of the debtors.

of creditors in number and value to satisfy their title and right of independent action | Indeed the defendants admit (Exhibit No. us that this 2nd condition had been com- just where it would have been if the only 1) that as to the Deeds executed by Mr asked for and obtained time for the purpose, Rutty v. Bentall, L. R. 2 C. P. 489, and knowledge of the defendants, and without

the amount of consents in number and value | dants that the words "we assent to Deed | and referred to in the pleadings; and I am was in fact insufficient, but he stated that allowing Heard's resuming business" is con-: clearly of opinion that no demand or pressure he was unable in this suit to produce the ditional that they might continue their appears in any correspondence in or referred evidence which we required to sustain the business. Now it is said for the Defendants to in the pleadings. that this Deed stopped "Augustine Heard (b) All the deeds set out the consideration of I am therefore of opinion that this Deed & Co." in their business; I am of opinion that money paid, dollars actually paid at the date this Deed enabled them all to "resume" of each Deed, and each Deed contains a re-The defendants also objected that this business under the trade name of Augustine | ceipt for such money when in fact no money Trust Deed, if valid, is valid merely as a Heard & Co., or it enabled any of them to passed, and none was actually due cave the Deed at Common Law, and that it had no resume business, in fact all the partners in 12310.17.3 appearing in the account under Augustine Heard & Co. except Mr. Fearon date December 31st, 1874. Exhibit No. 38 I am however of opinion that this Deed, resumed business as "Heard & Co." To The only apparent object of such consideration valid at Common Law, is valid under Section "resume" means to take up again after in- being expressed was to deceive and mislead 165 and that on the grammatical construct terruption. This is the precise meaning (c) The execution of the Deeds in a secre tion of Section 167, and on the authority of given in lexicons of "resume;" and the manner in the presence of a notary (then Symonds v. George 33 L. J. Ex. 231, con- commercial or common sense construction of own solicitor, an untrusted confidential ad

which has been duly registered according to was that the defendants intended to consent him to give up the packet as the Debtor the provisions of our Bankruptcy Ordinance, to such a Deed only as that which is contem- might direct; a transaction which in M the property comprised in the Deed, but being such a deed, the defendants must not precedent. Dona clandesting sunt sempe

rupts, and the creditors had proved, and the ditions which could have been complied chance the Bille should be covered by the plaintiffs the Trustees had been appointed with before signature by the defendants, but Debtors, the Deeds should be destroyed, but creditors' assignees under such Bankruptcy, their signature was necessary in order that they should be used for the protection persons they have the same powers, rights and the defendants having signed cannot sent concealment was that the registration

oreditors with respect to the Bankrupts or I am on the whole of opinion that these on, would at once have utterly ruined the their note, estate and effects in Bankruptoy. | defendants are assenting creditors. They bredit—then already bad—and have brough Holding that there is no difference at least | have been proved to have been creditors on the | about an immediate stoppage of their business. 19th April, the day of registration, see | ness. status of these plaintiffs whom I hold to be Arnold's evidence given in February instant; (d) Before the date of the execution of the Trustees under Section 165 of Ordinance of they were on that day creditors for £310.17.3, Deeds of February by Mr Albert Heard all of 1864; and Trustees under Section 163, I and therefore "creditors parties to the deed" the credits by the defendants had been use the words of Kelley, O.B., in Exley v. in the words of Section 167, and as such drawn against and realized, and there was

But for the purposes sought to be obtained execution of the Deeds.

n this suit, and under present circumstances, (e) Mr Albert Heard at the time he executed.

this suit the plaintiffs are in the same posis doing any act previous to suit and note. This was expressly decided in Baley & Inglis, L. H. B. Es. 147, in respect

the Court of Exchequer appear to me in defendants, and that if they shew that the the plaintiffs void. Legislation exceeding their proper functions fraudulent conveyances under the statutes of fendants favor executed in April by Me or fraudulent preferences, this Purker, sion in Pourson y Pearson appears to me to Deeds operated as sets of Bankruptoy, and

legal property in the Trustees as Bankruptey date of the earliest of those Deeds.

the cases cited which were within our reach. that the legal title to sue remained in the The term is now applied to cases not tainted that Mr Parker became partner, and took cossary for me to discuss this question, espe-The reports of some very important cases, assignor in whose name not their own that with fully by, are not in the Court Library or even in Trustees were bound at Law to one: If Ext 247 was a case in which the arranging stances. He appears to me to have thought Mr Justice Snowded. private libraries in the Colony, For these Pearson v. P we have been obliged to trust to marginal unable to explain it, and if it goes beyond given a bill to the defendants at their religion in a partner, and taking command here, of them would be sufficient) and on several the notes and imperfect summaries in Text this, if it is counter to the current of author quest, and on their returning to him the bill was the only possible chance of saving the other facts patent in the evidence, that the Books, of which a deceased most learned rities, I cannot follow it and I must follow he had given for the price (a case of pressure winking collects. His self sacrifide must be two impeached Deeds of April last are as Judge used to say that they are unreliable—authorities which I can understand. I had by defendants on the debtor). Baron admired, the printed of his act may be against the plaintiffs yold.

an opinion in which I am confirmed by long come to this conclusion before I was fully Martin there says. It (the transaction re-published). I must be be be be be being the invalidity of the eight Deeds aware of the decision in experience.

the Judges in that case and in the cases tiffs are now in a situation entitling them lent preferences" are spoken of by these sary to enable him to party on the business, justify this conclusion of Law.

decide the main questions now before us, if they had been made Bankrupts as fully of the confidential Lawyers of the firm in respectively to prepare the two impeached ferences, and this Court declares them yold. creditor to others in due course of business, because he anticipated it. These Deeds all the eight Deeds and the title Deeds relating. The main if not the only differences be- that this is so only whilst they feel as- bear date only 6 days before that trust deed to the several properties, must be given up to

ruptoy Ordinance 1864 except condition No. seems to me that these plaintiffs are Trustees on pressure, provided it is fraudulent within 2 which requires the assent of a majority in for all purposes (with exceptions—states of Section 165 of Ordinance No. 5 of 1864, see number and 3/4ths in value of the creditors. facts-not applicable to the present case, "we also Section 98 of that Ordinance, if it be The defendants objected that that accord need not now speculate on that contingency" given by way of fraudulent preference"

The question in this case is, are the Deeds and 3/4ths in value of the oreditors had "in. The plaintiffs contended that the Defen- void as being fraudulent preferences as objection they were clearly entitled to take. and by the assent by Mr. Toller, their agent, hold that the Trustees are to all intents in this suit entitled to stand as such assignees

Deeds of February spontaneously. He had

at an adjourned hearing on the 7th of Fe- Waddington v. Roberts, L. R. 3 Q.B. 579.) any demand or pressure from them, save as But then it is contended for the Defen- may appear from the correspondence set out

viser), the sealing them up in a packet deli suspiciosa, a secret transfer is always a badg and recovery of the same as are possessed or conditions have been complied with and firm and other two large companies for which they were the managers was carrie

no present consideration even in idea on the

tees powers large enough to enable them not are assenting or dissenting creditors (see money had been exhausted—he knew that he only to obtain possession of the property Hymonds of George aute and ex parte Ander- had no assets with which to pay the single they were Assignees in Bankruptoy of modation paper by every mail to the amount

no such sum could be obtained.

by the defendants. I am of opinion that he Assurances in this Colony. With my view

It seems to me that as soon as the facts L. R. 9 Eq. 736, in which the Vice Chant and circumstances are clearly ascertained Baron as Chief Judge in Bankruptoy distances forms no exception to the general tinothy decided that Section 197 of the Bank. be void under the statute, but there is no Heard. It is before he executed, the Deeds executed in February they were rule that the law applicable to them becomes ruptcy Act 1861 gives the Court of Banks thing in it dishonest or fraudulent.

The two Deeds of April, that prepared by Mr spontaneous. I hold the same as to those, much less complex than it at first appeared ruptcy. Jurisdiction over deeds registered but for the act of parliament (the Bankrupti but for the act of parliament (the Bank doubt as to what our decision ought to be.

I am of opinion that this case comes more to say that these plaintiffs can annul and anything involving or meriting blame: the decision of the defendants in the contrary of the defendants in the contrary of the affairs of the first confidence of the defendants in the contrary of the first confidence of the defendants in the contrary of the first confidence of the defendants in the confidence of the confidence of the defendants in the confidence of th lent preferences then even the case of Exley ruptcy. Ex parte Anderson decided in 1870 to the decided and recognised policy of the known to Mr Aftert Heard which I have be- an entire destruction of feith in the solvence. fore stated. He knew that all the oredits of Augustine Heard & Con and that if the preference was on pressure by the preferred law as I feel assured that it is, then these It is due to the debtors, members of an given by defendants had been exhausted, defendants did put pressure on the Debtors. creditor on the debtor; here the preferences plaintiffs are in the same position and have old firm in this Colony whose respectability and the correspondence and telegrams show it was occasioned solely by their contemp. by the debtors were spontaneous. In that the same rights as assignees in Bank- has been guaranteed by intimate business (see especially exhibit No. 25) that he felt plating an approach of stoppage of the case Kelly, C. B., used language which appropriate the bull beard have in this suit. I relations for many years with Baring Brothat further struggling to continue the bull better business, and even under such city pears to me entirely applicable to this case. had come to this conclusion without fully there, and for a shorter period by the less siness was useless, and he knew before cumstances the anticipations of the debtors. He said, "It is unnecessary to consider the considering ex parte Anderson, but that case world known but highly respected firm he executed the Deeds in April, that all themselves being such as I find them to bexent Law as it existed in the last century." In- makes such conclusion certain. Messrs Benecke Southay & Co., the destant the Deeds would be yould be yould be yould be southant. deed it seems to me that the observations of I am therefore of opinion that the plain- fendants, that the way in which "fraudu- left, he Mr Parker said £20,000 was neces- these plaintiffs." Extent alone would a

We are agreed in the decision that there

Reserve further consideration. We have had some hesitation as to the costs. Under

## Berchant Vessels in Harbour.

Apolusive of Arrivals and Departures reported to-day.

VEGSEL'S NAME.	CAPTAIN	Rio.	Tons.	ABBIVAL.	Constances on Agents.	Dastivation
HONGEONG	A STATE OF	1,000	1.			
Steamers			4m 11	4.7.23		
Abbotatord	Patterson	Brit, str		feb 19	Jardine, Mathesop and Co	o Patrogram
Atla Dassandra	Moleon Langer	Dan str		leb 5	Jarding, Matheson and Un	Saigon S'Dora & Penang
Columbian Douglas	Harvey Burnio	Brit. str Brit. str	1417	ian 25	P. & O. S. N. Co Douglas Lapraik and Co:	In dosh Kowleen.
Cuyew	Uroad	Obles sta	. 020	feb 10	C. M. B. N. Oo	
Glongyia, Cotus	Hyall Gray	Brit. str Brit. str	,	feb 17	Jardine, Matheson and Co D. Sassoon, Sons and Co	San Francisco
Ly 46-moon	Stavens	Brit, atr	-011	feb 12	Landstein and Co.	Cooktows, S'say
Malacoa	Hernard	Brit, str	1800	feb 15	P. & O. S. N. Co	Yokohama
Meson Montgomeryahire	Johnson Sturrook	Brit, str Brit, str	A COLUMN TO THE REAL PROPERTY.	feb 17	Hop Kes H. Kiser	Saigon
Namoa Norna	Westoby	Brit, ett	862	feb 8	Douglas Lapraik and Co	Cooktows Swatow
Oceanio	Walker Parsell	Brit. str		feb 16	Rwok Acheong	Ban Francisco
Pawtuxet Penguin	Cowell	Amer. str Brit. str	280	tob 12	Augustine Heard and Co Jardine, Matheson and Co	Loid up Baigon
Rajanatsianuhan	Hopkina	Brit. str	988	feb 19	Yuan Fat Hong	Bangkok
Yottung Yungahing	Gibbon	Ohi, str			C. M. B. N. Co	Repuiring
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Albatron America	Koppelmann Holds	Ger, bk			Melchers and Co	
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Augusto	PROF	Cter. Da	380	Teb (1	Eduard Schellhass and Co.	Whampon
August Friedrich	Nichen Beaujeas	Ger. bl	420	feb 10	Siemesen and Co Order	Rangoon
Canaan	MADRON	Brit. bl	840	ian 2	Borneo Company	TP4
Cap Horn Carolus Magnus	Green Miles	Ger. bl			Wm. Pustan and Co	Rajang
Carrioles Centaur	Offersen	Brit. bl	918	feb 1	Melchers and Co Wm. Pustou and Co	
Charter Oak	smith.	Amer, at	908	nov 1	Jardine: Matheion and Co	the street of
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Oritorion	Lull	Amer. sl	1546	lian'	Russell and Co.	Land Blan Broke to the
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Feign Flagie	crowell '	Dan, bl	816		C Erund Schollham and Co	Tientals:
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uaribaldi Gryfe	Roberts	Amer. bl	670 1088		7 Hosario and Co 8 Vogel, Hagedom and Co	Ban Francisco
Halia	div	Brit. b	877	Han . 8	7 Order	
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Hermann Humboldt	Cassell	Ger. b	925	jata - 8	o diemesen and Co 7 E. Schellhaus and Co	
Ino	Bannat	Get. b	858	feb	8 Siemseen and Co	di dara
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Lord Macdull	MoDonald	Brit. b	k 627	- Jan · · · B	o Horheo Company	The state of the same
Louise Lucky C. C	Schlerloh	Ger. so		JATA .	4 Eduard Schelibes and Co 9 Chinese	
Marina Metia	Jean Kent	Brit. b	k 668	feb	4 Arnhold, Karbers and Co	V 4
Morping Star	Edlefagn	Siam. b	659	deo S	2 Chinese	Bangkok
Nahor Nautilus	Pranossovich Blockey	Aust. b		feb 1	p H. Kier b Eduard Schellhass and Co	Ne Sorte in The
Nicoline	Ahlmann	Ger. b	k 820	feb 1	4 Amhold, Karberg and Co	Mel. & Sydney
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### Men-of-war in Hongkong Harbour.

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ing it, if the ship's pumps, as in the case of |senal departed for the scene of their future the Goliath, were surrounded by flames?" It concludes by strongly urging on the hai, but would call at Foochow on her way Authorities the necessity of providing a in order to land her juvenile passengers. steam floating fire engine.

THE HONGKONG NATIVE PRESS. THE Chinese Mail publishes a translation of a letter which a well-educated Indian had written to the London Times from Brighton, protesting against his country being described as barbarous. "It gives a report of the meeting of the China Fire Insurance Company.

The Chung Ngoi San Po (the Chinese issue of the Daily Press) has no editorial in this issue.

The Universal Circulating Herald comments on the ill-treatment of Chinese coolies in Cuba and Pern. It hopes the mandarins will not be passive in devising means to rescue these unfortunate people.

#### LOCAL AND GENERAL.

WE learn that the outward French Mail will leave Saigon to-morrow morning.

H. E. the Viceroy of Canton visited the Bogue Forts yesterday. The same of the same of the same

Ar the Peak the maximum temperature during the past week, was 64.0, the minimum 49:5; at the Harbour-Master's Office, the maximum was 67.0, the minimum 57.0. 0.04 inch rain fell.

A POLICE notification is given in Saturday Gazette that, unless the goods left in No. 32, Lower Lazcar Row by Lan Chi are claimed within fourteen days, they will be sold by auction.

Ten Gasette also contains the "rule of the road" for the race days. If as well corried out as on the last occasion, the Colonists will have no cause to grumble.

THE Nambol Magistrate has been dismissed from office, for a serious affray that had taken place among some gamblers who set up their establishments in front of his yamen. The Canton Viceroy seems to be really in earnest in his desire to put down gambling.

In a Supplement, we publish at length the Judgment delivered by the Full Court on Wednesday, the 16th, in the case of Aug. Heard & Co's Trustees v. Benecke, Southay & Co. The decision will, most likely, be appealed against. We have remarked on the case in another column.

Ir is a settled fact that the Chinese will form a trading Company to trade in England. The scheme has so far advanced that an experienced Chinaman, who has had a very good English education and who is now doing business in this Colony and Canton as a merchant and commission agent, has been engaged to proceed to England to represent the company, which will be shortly formed. Perhaps ore 1876 takes leave of us, we shall see two Chinese foreign-trading firms, one in England and one in America.

THE 26th inst. is fixed by the Chinese for the erection of the Customs Station on the Patera Island. The Portuguese Government came yesterday to the determination to resist all attempts at violation of the Portuguese rights in the Macao waters. The forts have been got ready for any emergency; the Barra Fort especially is well garrisoned. A detachment of soldiers has been despatched to the other side of the harbour, and hostilities may begin at any moment, as there are three native gunboats in the offing.

As will have been noticed, two advertisements inserted in our Saturday's issue announced the settlement of the libel case in which the Chinese Universal Circulating Herald was concerned, by the payment of all costs on the part of the defendant, the insertion of the advertisements in question in all the papers, English and Chinese, of the Colony, and the further payment of \$25 to the poor box. This latter sum was handed over to the sitting Magistrate by by Mr Dennys, the Solicitor for the prosecution, this morning.

THE quotation among the Chinese for bank notes was \$6.25 premium per mille last Shareholders. Saturday. It has fallen to \$6 to-day. Clean Mexican dollars were at \$12 premium on the 19th instant, but likewise shared in the decline. They now stand at \$11 per thousand. Sovereigns seem to have gone up, while silver goes down. \$20 gold pieces have advanced & cente each, being now quoted at \$20.25. Sovereigns are worth to-day \$5.05 each, being an advance of one cent over the quotation of Saturday. The high rate for gold is unpredecented in this Colony since its foundation.

By the O. M. S. N. Co's steamer Les Yuen which left the harbour last Saturday, the batch of successful candidates for the Chi head naval eadstehips at the Foosboy Ar

career. The Lee Yuen was bound for Shang-Mr Tong King Sing, the Chief Manager of the C. M. S. N. Company, who was commissioned, in conjunction with Mr Wong Shing, to select the applicants from the Central School, accompanied the boys, to deliver them to H. E. Ting Yih Chang, the Governor of Fokien. The original intention was to have 30, boys but only 22, chiefly selected from the first three classes, were found willing to go. Two Chinese who had been in the service of the Hongkong Government have been engaged to be teachers in English to the boys before they are taught naviga. effective by Mr. F. E. Aaron.

THE French Opera Comique Company had a good house on Saturday night, the chief attraction being the selections from La Vie Parisienne, and the evening's entertainment may fairly be said to be the best yet offered, as it was certainly the best received. The opening piece, Le Violoneux, is a pretty little opera comique by Offenbach; and the narrowly escaped an encore. The spoken dialogue was, as usual, most spiritedly carried on by the actors, and the whole piece went with that swing and ease which characterize the performance this troupe. The selection from La Vie Parisienne was capitally given, and when the limited resources of the company is taken into consideration, the success the more pronounced. M. Legros as Raou de Gardefeu sang well, and carefully, and his acting throughout was easy and natural, whilst M. Pontet as Frick, the shoemaker, (afterwards The Major), was exceedingly droll. Indeed, as the Major, his eccentricities were most mirth-provoking. Madame Doriani, who took the part of Gabrielle, the glovemaker (afterwards The Colonel's Widow), sang, acted and looked her best, and her rendering of the serio-comic song at the rehearsal of her assumed character was received with rounds of applause, compelling a repetition. Madame Dorlia as Metella sang better than we have yet heard her, and her scene with The Major, who wants to measure her for a pair of 'shoes, was heartily applauded. The "Tyrolienne" in German was the signal for shouts of laughter from the German portion of the audience, and after the curtain descended, rounds of applause brought the actors on the stage again to repeat it. In fact, the entire performance was a complete success, the only fault perhaps being its comparative shortness. The conductor, M. L'Aunay Céphas, accompanied and directed throughout, and the smoothness with which the selection was given was in no small degree owing to that gentleman's care and skill. We observe that the troupe will give their next performance on Thursday.

HONGRONG AND WHAMPOA DOCK COMPANY,

The following is the Report of the Directors to the Ordinary half-yearly Meeting of Shareholders, to be held at the offices of the Company, Club Chambers, Hongkong, on Monday, the 28th February:

GENTLEMEN, -The Directors have the pleasure to lay before you the usual halfyearly Statement to 31st December, 1875. The Gross Earnings of the Company for the six months amount to \$290,245.30, on which there is a net profit of \$30,907.87. There were \$11,892.09 carried forward last half-year to new account, and this sum with the profit just named makes now available 842,799.96, of which the Directors recom-

A dividend for the half-year of 2 per cent., \$20,000.00; Bonus to contributing Shareholders, \$4,000.00; Directors' fees, \$2,500.00; Auditors' fees, \$250.00. Total \$26,750.00, leaving a balance to be carried

mend the following distribution, viz. :-

forward to new account of \$16,049.96. The Directors are disappointed with the small amount of net gain shown on so considerable a sum of gross earnings, and they are giving the working of the business very special attention with a view to a reduction in the cost of labour, and a greater economy generally in the Company's establishments. The Docks have so far this year been remuneratively employed, and the Directors consider prospects for the future are good, which the Company have to contend ; and they hope to pay off a portion of the debt the Company during the coming six

Directors. Mr. R. Deacon resigned on leaving the Colony, and Messrs. A. olver and H. Hoppius retire from the Board by rotation, but offer themselves for re-election. Mr G. B. Emory has been nominated to the seat vacated by Mr. Deacon, and his appointment has to be confirmed by the

Auditors.-The accounts have been sudited by Messrs. Robinson and Blakeman. The former offers himself for reelection, and the latter having resigned, the Directors have nominated Mr T. G. Linstead, subject to confirmation by the

Shareholders Secretary. - The Directors have dispensed with the services of Mr. Robert Duncan as Secretary, and appointed Mr. David

W. Keswick, Chairman.

### Canton

There was an attractive musical and dramatic Entertainment at Concordia Hall last evening, which was enjoyed by a full house; and the spontaneous applause of the audience attested the general appreciation of the papable and careful mapper in which the

talented amateurs, in the respective de- making purchases in front of a shop. The partments of Music and the Drama, presented the results of their study.

The "Miscellaneous Minstrels" or "Chick" alegry Choir" were led in the "Kindersymphonie" by a well-known Amateur of the Piano; who also gratified the audience with several separate airs, in a style and with a volume such as one can only liken to the arbirds singing in unison.

The "Sketch" entitled " Cupboard Love' was well rendered as a whole, as illustrative of the moral-don't trifts with poisons or timus Sprout, in particular, was made very

The second piece, a Farce entitled "An Ugly Customer," is very good of its class; and its moral, illustrating the tricks of tradesmen in adulterations, is timely and effectively presented. The several parts were well sustained last evening. That of the retired Grocer, greedy of gain, cowardly as mean, and arbitrary as selfish toward his daughter, was well conceived and acted throughout, by a German genrataplan duet between Father Mathieu and tleman. That of the blustering Captain Reinette was very amusingly rendered, and Snapdragon was well personated and spiritedly acted by Mr E. D. Siva; presenting puggree. the contrast of animal courage and the assumptions of the military caste, (but without high moral instincts), with the oupidity and cowardice of the tradesman. A resident medical practitioner took the less prominent part of the successful suiter for the Grocer's daughter. The female parts were admirably personated; -that of the daughter Sophia, by a young German gentleman; -that of the maid Mary, by a young Caledonian gentleman, who naturally realizes to audience, in his acting, that he was born to play the part of the fair.

February 19th, 1876.

#### Manila. SOOLOO MEMOS.

Don Estevan Balbas has given \$150 for the first individual act of bravery to be performed by any one below the rank of a commissioned officer-in its absence the amount to go towards defraying cost of the expedition.

Until further notice Manila, together with the seven adjoining provinces, have been proclaimed under martial law. The reasons given being various,-the actual Captain General and the troops, some patriotic gentry may be pleased to get up a similar entertainment to the one now going on in Cuba.

Marchioness of San Rafael) has subscribed \$1,000 towards the cost of the expedition. and will, with her family, accompany her husband as far as Zamboanga.

"Indescribable is the enthusiasm that has reigned all morning (Feb. 5) throughout the suburbs consequent on the departure of the troops for Socioo.

"At 4 a.m. the streets under transit were all brightly illuminated and decorated with bright hangings and ourtains as if a feast day, and such was the case-one, when on which the arms of Spain once and for eve go to punish and humiliate the stupid haughtiness of the Scoloo Moors.

"Details are not within our present scope the act of departure was solemn and grand. As the steamers left but one great cry was heard 'Viva España' from thousands of enthusiastic throats, a cry, that after our own adieu we re-echo with all our soul.

"The Commander in Chief, H. E. the Marquis of San Rafael in one of the launches from the Captain of the Port, embarked on board the frigate Carmen accompanied by a brilliant staff of officers-during the transit from the Palace to the Pier H. E. was cheered by the crowd collected to witness his departure. Military bands of music made the air gay with martial sounds, rockets were let off, bells rung, and in every possible way demonstrations of joy pointment of an Assistant Chaplain, at a and hope have been shewn that he may shortly return to us covered with laurels. of the Society for the Propagation of the notwithstanding the keen competition with May God guide him, and send him back to us, as He will also send back to us all the braves and heroes who accompany him, after having planted in the plains Socloo, the ensign of Christianity. With al our power we repeat Viva España."

> Police Intelligence. (Both Magistrates sitting.) Feb. 21, 1876.

MISCONDUCT AS A SERVANT. Wong Afook, a chair cuolie to Colonel Moggridge, was charged with absenting himself from the complainant's service on the night of the 19th instant without leave. He did not return till 7 a.m. yesterday. The desendant stated that he had got a sore foot and had gone to get some medicine, Fined 10/.

A BOGCE AND VACABORD. Yil Asal, a boatman, was charged with following after drunken seamen with the object, it is believed, of robbing them. The detendant had been in gaol before. Two months' hard labour.

book from a Russian mamph who was remembering that Cha was killed by that see long changital may really boast

pocket book contained \$1.

Chan Achito, boatman in the employ of Messra Liammert, Atkinson & Co., was charged by Mr F. R. Roger, with stealing a bottle of jully, the property of the firm. The complatiant saw a bottle of jelly bidticulation of an assemblage of mellow-throated remove it. The prisoner was afterwards 30th January gives the Imperial assent to of a good rink. I allude to the room under A Iu, told him to put it aside, and to eat it with him, A boatman named Sung Alai was present and heard it. The two men in force of numbers and moral pressure. heed appearances; and the part of Sep-question were consequently arrested, but there was no evidence against them and they were therefore discharged. The prisoner was sent to four months' hard labour.

The following cases of drunkenness were

decided to-day :--Henry Hall, carpenter on board British barque Kirkland, and William Starlberg, seaman on board British barque Corsair were fined 50 cents each.

James Bremner, a private H.M. 28th Regiment, was fined 50 cents and ordered to pay 60 cent amends to a chair coolie, for the damage to his chair.

man-of-war Vsadnick, was fined \$2, and to make any reduction. ordered to pay 10 cents chairhire. He was very violent and knocked off the constable's

Sheik Abdoolah, a fireman unemployed was fined \$2. He was chasing people in the

#### CORRESPONDENCE.

A COMPLAINT. To the Editor of the "CHINA MAIL."

Hongkong, Feb. 21, 1876. Sig,-If you will allow me space in your paper, I should like to ask if any policemen were on duty at the Flower Show on Saturday evening; and whether any information can be given by them who the parties were that carried off a large portion of the vegetables, &c., the intrinsic value of which is nil, but in some cases presents may have been made of those things, and it is very annoying to find the articles feloniously taken away.

I have every reason to believe that this is not the first complaint, and in the cas of Flowers I am given to understand that they are so broken and out about that they are actually valueless after the exhibition and no doubt this will deter many from exhibiting in future years anything of real

Yours &c., AN EXHIBITOR.

#### China.

BHANGHAI. (N. C. D. News.)

The M. M. str. Djemnah arrived on 11th at Shanghai, having completed her repairs cause, the fear that in the absence of the in Hongkong. On coming up the river, we learn, she fouled the Menelaus, Diemnah damaged two of her boats, and carried away an anchor from the blue-funnel steamer. The damage is inconsiderable.

The annual meeting of the congregation The wife of the Captain General (the of the Union Chapel was held on the usual, and would be more or less compenhad been Tls. 2,802.98 and the expenditure Tls. 2,726.26, leaving a balance in senior resident representative of Messrs. hand of Tls. 76.72. Besides this, there exists a special fund "reserved to provide for the expense of the return of the Rev. James Thomas and his family to England," amounting to Tls. 716.86. The Treasurer complains that be had experienced some difficulty during the year in collecting sufficient funds to meet the expenditure : and had it not been for the liberal response which was made to his application for extra subscriptions, there would have been a balance on the debit side. The difficulty, however, must have been very transitory. as we hear that a project is on foot for building a new Chapel In some more convenient situation and, if possible, on better acoustic principles than the present one, which leaves much to be desired in both respects. Dr. Johnston, Dr. Winn, and Mesara, Chrystall, MacGregor, Olyphant, re-elected a Committee for the current year.

Trinity Cathedral, was held yesterday (11th) least as the purchase of the arsenic was Union S. Navigation Co., Tis. afternoon, at H. B.M.'s Consulate. There concerned. It was this that stirred up the Shanghai Steam N. Co., Th. 75 was but a limited attendance, and the gentry in favour of Yang Nai-wu | and the Hongkong Hotel Oo., \$55 dia. business was merely formal. The accounts persistence of the apothecary in affirming Chinese Imperial Loan, £102. showed that, at the beginning of the year, the balance of the Tresurer's account was has caused, at last, a reversal of the long Tls. 8,234.12, which had been reduced to pending case. Yan's life is saved, and the Tis. 1,886.01, on the 31st December, pulitical existence of his judges, high and chiefly by the amounts written off by the low, is probably destroyed; but whether representatives of several subscribers to the case will have the effect of hastening the Parsonage Loan. Messrs. F. H. Bell | the abolition of torture, remains to be seen. and A. A. Krauss were re-elected Trustees, and Mr F. W. Lemarchand, Treasurer. A conversation ensued respecting the apstipend of £300 per annum, but the matter was said to be still pending in consequence Gospel not having yet replied to Dean Butcher's letter of July last. It was believed there would be no difficulty experienced in raising the required sum, the stipend now paid to the officiating chaplain at the Seamen's Church, Pootung, (which would form part of it), amounting to Tla. 900. The question of the Parsonage Loan was also alluded to, and it was stated that only six subscribers remained who had not written off their claims, and that of these there was only one objector. The meeting, however, considered it was a matter the Trusices could not press; and therefore this, like the appointment of an Assistant Chaplain, remains in abeyance.

Another illustration of the difficulty of procuring freights for sailing vessels at respect to Mr Hill's dredging machine at Snaughal, occurs in the case of the barque Tientsin, which is now at work deepening Falcon, Captain Westhorp, which has been the so-called Arsenal Creek, "The workying in the Hwangpoo since the 12th men are making one cut 64 ft. wide and September last. She sailed for New York It. deep and the distance is 15:500 Chinese the other day.

Ythman expedition were again current Yamen seem much pleased with it. Th yesterday | but floating only in the vaguest | Vicercy will return from Pao-ting Fu in a way, as on the former occasion. One few weeks, and will then hold an official dircumstance which might perhaps lead to inspection of it. The fear that the mud apprehension is the length of time which | would stick in the dipper has been completely has elapsed since we have had any news of overcome by the evidence on the trial, and the progress of the expedition The last during its subsequent employment. Wan Aping, a coulte, was sent to three date was from Chungking, 80th December, months hard labour for enatching a posket received here on the 17th January. Still, We hear that there is some possibility

popular report before he had time to get | 'rink.' At any rate there are rumours floatclear of Kweichow, we may await further ing about of provisional directors, preliminauthentic news with tolerable confidence.

den below a paint stand and thinking it amounted virtually to introducing the would suggest that the proprietors of the was concealed there for the purpose of be- Chinese system, and was remarked upon at Masonic Hall should be applied to with the ing removed, he allowed it to remain where | the time as a curious revulsion of the tide | view of negotiating a lease of the only availit was in order to observe who would of conquest. The Peking Gasette of the able covered space suitable for the formation seen to go to the place and pick up the Tsung-shih's proposals; so here we have the large Hall, which was originally intendbottle which he then concealed under his the Chinese, after practically assimilating ed for a concert room; and if it had been jacket. The defendant said the coolie Yuen | to themselves the Tartars who came among them, quietly imposing their own system of government on their conquerors, by mere

A large number of packages of North-China produce of various kinds were yesterday shipped from this port to Yokohama, there to be put on board the P. M. S. S. Co.'s steamer, which takes a similar quantity of Southern produce from Hongkong. The united weight is something like 200 tons, and it is estimated that there are 300 tons to follow. It is satisfactory to know that the P. M. S. Co. have reconsidered their recent decision to charge full rates of freightage; they have telegraphed to the effect that they consent to reduce by onehalf the freight on goods for exhibition, and of passage of officials sent by Govern-S. Konazeff, seaman on board the Russian | ment. The Mitsu Bishi Company decline

> Formosa. A prefecture and three district his village, and preach, guaranteeing that magistracies are created, and various other no molestation should be perpetrated; and necessary changes made, which will tend informing Mr. John that he had already to establish better order and familiarise issued proclamations to ensure his safety. the inhabitants with the blessing of taxa-The principle that the Governor of Foh-kien shall reside a portion of the year in Formosa is adhered to, and we can well believe that the prospect has been mainly influential in deterring Ting Jih-chang from accepting the post. It is a banish ment which would scarcely be welcome to a Ohinese official at any time; and the death of the late Futai on his return from a short stay in the island would not tend to encourage others.

About 7.30 on Saturday morning, (12th) the dead body of a foreigner was found lying in the Woochang road, Hongkew. The deceased was subsequently identified as N. F. Outgen, anotherary of the U. S. man-of-war Monocacy, who had been ashore on leave. There is no suspicion of foul play, but we believe an inquest will be held

A meeting of Shareholders in the Shanghai and Hongkew Wharf was held on the 15th. The report shows a net profit on the half-year's working of Tis. 5,409. A dividend was approved of 21 per cent., which will absorb Tls. 5,375," leaving only Tls. 34.17 to be carried forward. A good deal of conversation took place about the expenses and the tariff rate. It was explained that some of the expenses shown in this half-year's accounts were exceptional, and would not recur; the tariff rates have been slightly raised, where this was found practicable. Dissatisfaction was expressed by Shareholders at the large return of ten per cent. to contributors of business, while the dividend paid was so small. But the Directors considered it would be inadvisable to interfere with the return, which evening of the 9th instant. The report sated for by the amended tariff. Messrs. showed that the total income of the year Bell, Sutherland, Westall and McLeod were elected Directors, together with the Jardine, Matheson & Co.

In our remarks on the cause celebre at Hangehow, we expressed sympathy with the scholars and gentry, who by their candour in the case, had done good service against official venality. We should be gratified to learn that one feature of the case—the inutility of torture for eliciting truth-had also attracted their attention. The case, indeed, as we find on further investigation, is based on a false confession, drawn out by torture. An apothecary, who was suspected of selling to the accused the arsenic which is supposed to have been the China Fire Ins. Co., \$145 cause of death, denied the charge when examined by the District Magistrate; and, persisting in his denial, he was subjected to torture. Knowing that his sufferings Union Ins. Society of Canton, \$600 would cease by admitting that he had sold Chinese Insurance Co., \$220 Penfold, Seaman, Twombly and Wylie were arsenic to the accused, he procured his North China Ins. Co., Tis. 850 release by admitting the charge. Not long | C. & J. Marine Ins. Co., Tis. 107 after, however, he told everyone that the | Yangtaze Ins. Association, Tls. 605 The annual meeting of subscribers to accused was perfectly innocent, so far at H.K. C. & M. S.-boat Co., 5 dis. that the charge was elicited by torture,

> (Courier and Gazette.) Another step is, according to private report, about to be taken by the Chinese Government towards developing the resources of the country. We hear from a reliable source that Mr Potter, late Superintendent of the Takasima coal-mines, has been engaged by the authorities connected with the Nanking Arsenal to make a survey of the mines in that neighbourhood.

> We hear that Mr Chu, the late editor of the I-pao, has joined the editorial staff of the quondam rival paper. His genius is now devoted, therefore, to filling the columns of that journal whose lucubrations he was formerly wont to compare to the barking of a mad dog, and which used on its side to make so uncomplimentary a mistake in the (character' of the I-pao editor's name. Such an affecting reconciliation deserves to be

A correspondent sends us some notes with feet. The machine works more than successfully, if possible, in spite of the ice and cold Rumours of trouble encountered by the and the Chinese connected with the Viceroy's

ary meetings, negociations for the purchase of land, and 'promotion.' We sincerely Our readers will remember the scheme wish the scheme all possible success. for reorganising the Government of Man- Correspondent writes to us as follows :-- "As churla, recently laid before the Throne by the excellent recreation of rinking appears the Acting-Governor Taung-shih. This to be attracting some attention at present, I finished it would have been the finest room in Shanghai. The size is about 40 feet by 80. I understand that it is at present unoccupied. It was for some time used as a gymnasium.

We hear that there may be troubles at Soochow before long, connected with the sale of land to foreigners. For many months the missionaries stationed in that city have been much harassed with the difficulty of obtaining premises, and it is said that a man who has been in prison some time already for leasing a preaching-house to a member of the American mission is now in danger of losing not only his liberty but his head.

We are very glad to hear that the troubles at Hankow have been settled, and settled in a way most calculated to give satisfaction to the gentlemen who were attacked. The mandarin of the place where the outrage occurred called on the Rev. Griffith John, and The Gazette of the 18th January contains expressed his regret at the event; begged him decree reorganising the Government of as a personal favour to come again to

> In an article on Mr. Carlyle, the Daily News says :- "It is yet too early to know whether his teaching really went deeply down into the mind and heart of the pub-As an instance of the effect of the great man's teaching, " Nemo," in a letter to that paper, says :- "Some months since was conversing with a tanner, whose manufacture has always been remarkable for its excellence, when he said, If I had not read Carlyle I should never have made iny leather so good.' It is in this way that Carlyle's deepest influence has been felt. and I believe the venerable seer would consider this one of the highest tributes to his influence. Who that tramples through the mud and slush of this city would not desire that the man who tanned his sole leather was a pupil of Carlyle ?".

### Quotations.

HOMSKONG, Feb. 21, 1876. PIUM.-New Patna, cash... 605 credit, 610 Old Patns, cash .... New Benazes, cash, 5721 credit, 5771 Old Benares, cash, -New Malwa, cash, 585 credit, 590 Allowance Taels, 16 a 32 Old Malwa, cash, 590 Allowance Taels, 16 a 32 SALTPETRE.

Exchange. Bank, 6 months' sight, ... 3/117 Credit, 6 months sight,... On Calcutta, Bank demand, ... R 225 , Bombay, demand, Shanghai, demand, Shanghai, 30 days' sight, .... Bar Silver, 17, dwts. B., English Sovereigns, Australian Sovereigns, ... Discount, ...

Shares. Hongkong-Bank, 4 per cent. prem. ex div. H.K. Fire Ins. Co., \$500 ex div. Victoria Fire Ins. Co., \$70 H.K. & W. Dock Co., 38 % dis. China Traders' Ins. Co., \$1525

Temperature. Honexone, Feb. 21, 1878. (Taken at Mesers, Palconer & Oo.'s Promises. Queen's Road.)

THERMOMETRE-9 A.M., Maximum. Minim, over night, . BAROMETER, -9 L.M. 4 P. M.

Shipping Intelligence. HOME SHIPPING.

The following is given in the London Papers, dated January 7 :---DEPARTURES, Dec. 28, Doutchland, from Hamburg 10

Hongkong. Dec. 29, Martha Brookleman, from Cardiff to Hongkong. Dec. 80, Diomed (str.), from Liverpool to Dec. 31, Belted Will, from London to

Jan. 1, Uxtordshire (str.), from London to China and Japan. Jan. 1, Madegascar, from Cardiff to Honge

Jan. 2, Lycha, from Cardiff to Hongkong, Jan 3, Titan, from Cardiff to Hongkong. Jan. 7, Quang Se (Glenorchy) (str.), from London to Shanghai

Jany 7, Papa, from Liverpool to Honde LOADING FOR CHINA AND JAPAR PONTS. At London. - Steamers via Sues Canals Hankow.

Flintshire. Glenearn Sailing Vessels, Forward Ho, Evelyn. Unding. Lubo.

Paul Marie. Kaisow At Liverpool. Patroclus (str.) Nearchus: Onward.

At Glasgow Candia (atr.)

head

bunch

catty

catty

bunch

### Occidental & Oriental Steam-Ship Company.

TAKING THROUGH CARGO AND PASSENGERS FOR THE UNITED STATES AND EUROPE,

CONNECTION WITH THE CENTRAL

UNION PACIFIC AND CONNECTING RAILROAD COMPANIES

ATLANTIC STEAMERS.

TITHE S. S. "QCEANIO," will be despatched for San Francisco, via Yokohama, on WEDNESDAY, the 1st March, at 8 p.m., taking Cargo and Passengers for Japan, the United States and Europe. Connection is made at Yokohama, with

Steamers from Shanghal. Freight will be received on Board unti 4 p.m. of 29th Instant. Parcel Packages will be received at the Office until 5 p.m. same day: all Parcel Packages should be marked to address in full; value of same Le required.

Return Passage Tickets available for 6 months are issued at a reduction of 20 per

cent. on regular rates. For further information as to Freight or Passage, apply to the Agency of the Company, Praya West.

G. B. EMORY, Acting Agent. Hongkong, February 3, 1876.



STEAM FOR Singapore, Penang, Point de Galle Aden, Suez, Malta, Brindisi,

> Ancona, Venice, Mediterranean Ports, Southampton and London;

Bombay, Madras and Calcutta.

THE PENINSULAR AND ORIENTAL STRAM NAVIGATION COMPANY'S Steam-ship GOLCONDA, Captain C. ARDERSON, with Her Majesty's Mails, Passengers, Specie, and will leave this for the above places, THURSDAY, the 2nd March, at

CARGO will be received on board until Noon; SPECIE and PARCELS at the Office until 2 P.M. on the 1st Idem. For particulars regarding Freight and Passage, apply at the P. & O. S. N. Co.'s

Office, Hongkong. CONTENTS AND VALUE OF PACKAGES

THE REQUIRED.

Livritten declaration of the Contents and Value of the Packages for the Overland Route is required by the Egyptian Government, and must be delivered by the Shippers to the Company's Agents with the Bills of Lading, or with Parcels; and the Company do not hold themselves responsible for any detention of prejudice which may happen from incorrect. ness on such declaration.

Shippers are particularly requested to note the terms and conditions of the Company Black Bills of Lading.

THE P. & O. S. N. Co. reserve the option of forwarding all Goods shipped by their Steamers for Europe through Egypt, either by Rail, or by Canal in their own Steamers, or in vessels employed for

A. MoIVER, Superintendent. P. & O. S. N. Co.'s Office. Hongkong, February 17, 1876.

> U. S. MAIL LINE. PACIFIC MAIL STEAMSHIP

COMPANY. THROUGH TO NEW YORK, VIA OVERLAND RAILWAYS, AND TOUGHING AT YOROHAMA, AND SAN FRANCISCO.

THE S. S. "GREAT REPUBLIO" will leave Hongkong for San Francisco, via Yokohama, on WEDNESDAY, the 15th March, 1876, at 3 P.M., taking Passengers, and Freight, for Japan, the United States,

and Europe. Through Passenger Tickets and Bills of Lading are issued for transportation to Yokohama and other Japan Ports, to San Francisco, to ports in Mexico, Central and Nonth America, and to New York and Enrops VIA OVERLAND RAILWAYS.

A Steamer of the Mitsu Bishi S. S. Company will leave Shanghai, via the Inland Sea Ports, about same date, and make close connection at Yokohama. At New York, Passengers have selection of various lines of Steamers to England,

France and Germany. 4 p.m. 14th Proximo: Parcel Packages by each, the remaining third being carried will be received at the office until 5 p.m. to Rezerve Bund, same day; all Parcel Packages should be marked to address in full; value of same

is required. For further information as to Passage and Freight, apply to the Agency of the Company, Praya West

G. B. EMORY, Acting Agent. Hongkong, February 15, 1876.

For Sale.

FOR SALE, COME very superior OLD PORT WINE. inst received, in cases of One or Two Lozen bottles eath

Apply to J. J. DOS REMEDIOS & Co. Hongkong, February 16, 1876.

FOR SALE. RAHTJEN'S PATENT MOMPOSITION PAINT. For Ships' Bottoms. Sole Agents for China, ... F. BLACKHEAD & Co. Honghoug, Jabuary 5, 1876.

insurances. QUEEN FIRE INSURANCE

COMPANY.

THE Undersigned are prepared to grant Policies against Fire to the extent of \$45,000 on Buildings, or on Goods stored therein, at current local rates, subject to a

Discount of 20% on the Premia. EDWARD NORTON & Co.,

Hongkong, January 1, 1874.

YANG-TSZE INSURANCE ASSOCIA-TION OF SHANGHAI.

CAPITAL AND SUBPLUS, 800,000 TARLS

DOLICIES granted on Marine Ricks to all parts of the world at current rates. This Association will, until further notios, provide out of the earnings, first for an Interest Dividend of 15 % to Shareholders on Capital, and thereafter distributed among Policy holders, annually, in cash, ALL the Profits of the Underwriting Business pro rata to amount of premium

RUSSELL & Co., Agents.

Hongkong, July 9, 1872.

contributed.

LANCASHIRE INSURANCE COMPANY,

(FIRE AND LIFE)

CAPITAL, -TWO MILLIONS STRELING.

FIHE Undersigned are prepared to grant POLICIES against the Risk of FIRE on Buildings or on Goods stored therein, on Coals in Matsheds, on Goods on board Vessels and on Hulls of Vessels in Harbour, at the usual Terms and Conditions Proposals for Life Assurances will be re-

and transmitted to the Directors for their decision. If required, protection will be granted on first class Lives up to £1000 on a Single

For Rates of Premiums, forms of proposals or any other information, apply to ARNHOLD, KARBERG & Co. Agents Hongkong & Canton. Hongkong, January 4, 1867.

THE CHINA FIRE INSURANCE COMPANY, LIMITED.

HEAD OFFICE-HONGKONG.

GENOIES at all the Treaty Ports of China and Japan, and at Singapore, Salgon and Penang.

Risks accepted, and Policies of Insurance granted at the rates of Premium current at the above mentioned Ports.

NO CHARGE FOR POLICY PERS. JAS. B. COUGHTRIE Hongkong, November I, 1871,

MANCHESTER FIRE ASSURANCE COMPANY OF MANCHESTER AND LONDON.

THE Undersigned have been appointed Agents for the above Company at Hongkong, Canton, Foochow, Shanghal and Hankow, and are prepared to grant insurances at current rates.

HOLLIDAY, WISE & Co. Hongkong, October 14, 1868.

THE LONDON ASSURANCE. INCORPORATED BY ROYAL CHARTER

His Majesty King George The Birst,

THE Undersigned having been appointed Agents for the above Corporation are prepared to grant Insurances as follows:-Marine Department.

Policies at current rates payable either here, in London or at the principal Ports of India, China and Australia. Fire Department.

Policies issued for long or short periods at current rates. A discount of 20 % allowed Life Department.

Policies issued for sums not exceeding £5,000 on reasonable terms. HOLLIDAY, WISE & Co.

Hongkong, July 25, 1872.

INSURANCE COMPANY. (LIMITED.)

NOTICE, TOLICIES granted at current rates on

Marine Risks to all parts of the World. in accordance with the Company's Articles of Association. Two Thirds of the Profits are distributed annually to Contributors, whether Shareholders or not, in proportion Breight will be received on board until to the nett amount of Premis contributed

OLYPHANT & Co. General Agents. Hongrong, April 17, 1873.

YANGTEZE INSURANCE ASSOCIA-TION OF SHANGHAL

NOTICE.

FTER this date, the above Association will allow a Brokerage of Thirtythree and One Third per cent. (831%) on Local Risks only. RUSSELL & Co.,

Hongkong, June 3, 1874.

MANCHESTER FIRE ASSURANCE COMPANY.

THE Undersigned Agenta are in receipt I of instructions from the Board of Directors authorizing them to lastic Policies to the extent of £10,000 on any one first class risk, or to the extent of £15,000 on adjoining risks at ourrent rates.

A Discount of 20% allowed. HOLLIDAY, WISE & Con Hongkong, January 8, 1875,

insurances.

THE SOUTH AUSTRALIAN INSUR-ANCE, COMPANY, ADELAIDE.

THE Undersigned having been appointed Agents for the above Company in Hongkong, China and Japan, are prepared to issue Policies of Marine Insurance, payable in Australia, London, Calcutta

Bombay, Mauritius, China and Japan at

ourrent rates. ADAMSON, BELL & Co. Hongkong, September 6, 1875.

FIRE INSURANCE COM-PANY OF HONGKONG LIMITED. IN LIQUIDATION.

NOTICE,

LL Persons holding Warrants against unclaimed Dividends, Interest, or Bonus, are requested to present same for payment at the Hongkong and Shanghai Bank before the 1st April, 1876, otherwise their claims will not be recognised.

> ADOLF ANDRE, F. D. SASSOON, Liquidators.

THE SCOTTISH IMPERIAL INSURANCE CO.

Hongkong, December 20, 1875.

THE Undersigned having been appointed Agent, in Hongkong, for the above named Company, is prepared to grant Policies against Fire, on Buildings and on Goods to the extent of \$10,000, at the usual rates, subject to an immediate dis-

Attention is invited to a considerable reduction in Premia for Life Insurance in Life Policies effected during the year 1875, share in the Bonus to be declared on 31st December for the quinquennial period

then ending. A. MAGG. HEATON, Hongkong, September 27, 1875.

NORTH BRITISH & MERCANTILE INSURANCE COMPANY.

Incorporated by Royal Charter and Special Acts of Parliament.

> ESTABLISHED 1809. CAPITAL £2,000,000.

THE Undersigned, AGENTS at Hongkon, for the above Company, are prepared to grant Policies against FIRE, to the extent of £10,000 on any Building, or on Merchandise in the same, at the usual Rates, subject to a discount of 20 per cent.

GILMAN & Co.,

Hongkong, July 6, 1875. ROYAL INSURANCE COMPANY.

THE Undersigned having been appoint ed Agents for the above Company, are prepared to grant Insurances at current rates.

MELCHERS & Cp., Agents, Royal Insurance Company Hongkong, October 27, 1874.

ON SALE.

CHINESE READER'S MANUAL. HANDBOOK of Biographical, His-A torical, Mythological and General Literary Reference,

WILLIAM FREDERICK MAYERS.

Price: \$3.

Hongkong ..... " OHINA MAIL" OFFICE.

intimations.

COAL DEPOT. MOALS of every description supplied to Steamers by the Undersigned. Orders may be left at the Godowns, Wanchi, with Mr.J. MAGLEHOSE, or LEONG AH Yor, Kwonghing, Praya. LANDSTEIN & Co. Hongkong, November 1, 1875.

KRUPP'S CAST STEEL WORKS Essan (Gormany.) Solo Agent for China. F. PEIL,

HORSKONS, SHANGHAL, COLOUNE (Germany.)

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Six Dollars will be paid for the above,

Not. 1 and 2; Vol. I; No. 1, (2 copies) and No. 2, (1 60py) One Dollar will be given for each of the above Nos.

Apply to the Publishers, CHINA MAIL OFFICE,

PILOTAGE. TESSELS inward bound can secure Pilots from Reef Island, from this date. Outward bound Vessels can secure IRST OLASS PILOTS by applying to the Undersigned at Praya Central, No. 29. The Pilot-boat's Flag is No. 5 at the main-mast.

H. F. STUART. Hongkovy, April 6, 1878.

Intimations WANTED. SITUATION, by a young German, as A Servant Maid to accompany a Lady or family on route to Europe. Terms : Free Passage Home. Address : "Home passage," care of the China Mail Office. Hongkong, February 9, 1876,

IN CONSEQUENCE OF THE REDUC TION OF THE PRICE OF THE SHANGHAI COURIER AND CHINA GAZETTE IT-WILL BE THE

DAILY PAPER IN CHINA CHEAPEST and as a large INCREASE OF CIRCULATION MAY BE CONFIDENTLY ANTIOIPATED, THE

ADVANTAGE TO ADVERTISERS IS OBVIOUS.

NOTICE.

In the Goods of GEORGE BARTY FALCONER, Deceased.

A LL Persons baying **OLAIMS** any against the above Estate are requested to send in Particulars of the same to the Undersigned, on or before the 28th Day of February, 1876, after which date no Claims will be recognized a market will be entiringer. And all Persons being indebted to the

said Estate are requested to make Immediate Payment. I. B. FALCONER,

Administratric,

Now Ready.

Hongkong, December 8, 1875.

THE CHINA REVIEW, Vol. IV., No. 8.

EDITED BY N. B. DENNYS, PH.D. Annual Subscription, postage included,

CONTENTS. The Folklore of China, (Continued from page 84.) The Chinese Vernsculars,

Trip to the City of Leen Chau. Legend of the Building of Peking Chinese Explorations of the Indian Ocean during the Fifteenth Century, (Contimued from page 67.) An Introduction to a Retrospect of Forty Years of Foreign Intercourse with

Short Notices of New Books and Literary otes and Queries on Eastern Matters:-Torture in British and Chinese Prisons. Fusang. Chinese Jessamine,

red as a restive Colour. Books Wanted, Exchanges, de. China Mail Office. Hongkong, January 11, 1876,

The Natural History of China.

DUC DE MONTEBELLO CARTE BLANCHE CHAMPAGNE. Quarts, \$15 per case (1 dozen.) Pints, \$16 " (2" 5 per cent. discount on 25 cases,

Bourbon WHISKEY. \$12 per case (1.dozen.) -FOR SALE BY

HEARD & Co. Hongkong, June 22, 1875.

To Let.

TO LET. With Immediate Possession,

TWO Dwelling Houses and Offices, Nos. 14 and 16, Stanley Street, lately in the occupation of Messrs RAYMAL & Co. The House No. 35, Wellington Street lately in the occupation of Messrs Ross

The Dwelling House and Offices, No. 1, 82 It Fish, Stanley Street, lately in the occupation of Messre DREVER & Co. The Dwelling House No. 4, Alexandre Terrace.

The Store and Dwelling House, No. 31, Queen's Road, lately in the occupation of Sole i, Fresh MISS GARRETT. The House and Offices No. 8, D'Aguilar Street, lately in the occupation of Mr F.

DEGENARE. DOUGLAS LAPRAIR & Co. Hongkong, December 20, 1875.

TO BE LET. WITH Possession on 1st March next, the commodious and centrally situate ed Dwelling House at present in the occupation of Dr. O'BRIEN. For all particulars, apply to ROBERT G. ALFORD. Surveyor, Chib Chambers.

Hongkong, January 29, 1876.

TO LET. TIRST Class STORAGE, GODOWNS, on the Praya.

TAYLOR & THOMPSON. Hangkong, November 20, 1875.

TTOUSE No. 5, Zetland Street, DAVID SASSOON, SONS & Day Green Pers, young Hongkong, February 5, 1876,

HONGKONG MARKET PRICES Green Winter Course Corrected to Saturday, Feb. 19, 1876. Lettuce, English At 1080 Cash per Dollar Mexican. Chinese Highest. Porecet Mushroom, dried. Butcher Meat Onlone, Bombay Bacon, English, Foochow. Green. Beef, sirioin and prime cut, Paraley, Chinese, English, Beef Corned, Rosst, Potatoes, Macao, Sweet, Pumpkins, Steak, Radishes, English Bullocks' Brains, Scallions, Tongue, fresh, each Shalots, 150 110 Squash, Bottle Heart, 50 Taro. Kidneys, Tomatoes. Turnips, English Tripe (undressed), catty 40 Balt. Water Lily Roots, Head and Fest, set Hams, American, Water Cress. 200 Chinese, 860 400 English Mutton Chop, 220 160 150 Apples, Dried Shoulder, 180 120 Pige' Chitlings, Fost, May, Kidneys 150 Dates, Corned 400 860 Sheeps' Head, and Foot, set Sucking Pigs, **1500 '12**00 180 120 Poultry. Lemons. Ducks, Partridges Pheasants, Canton, live Wild Ducks, Fish. Butter, Codfish, salt Congor Eels. Capers, Cuttle Fish, Dog Fish,

Garoupa, Gurnet. Herrings, small. Live Fish, Lobsters, Mackerel. Mullet, Oysters, Parrot Fish,

SDS PDST

Fresh Fish, Large

Carp,

Crabs,

Pomiret. Prawns. Rock Fish. lalmon, Canton, Pickled, 8ka 56,

Tonoh, Turbak Turil of Small White bait, Vegetables.

Asp Wagit, Bamboo Shoots, young catty Bearu, sprout, broad, French, Best root, Oab bage, Masao, Oabbage, White, Canton catty Common, Carroth, fresh n Balt Cauli All Wor. Celer ? Chinese,

Curry Stud, English, . ...

Ginger,

Hinglish, 50 40 Preserved Ginger, Ohlien, Dried, Mixed, .

Fruits. Aleurites, Almonds. 50 Bananas, fragrant Punti, catt Common 100 Cheanuts, Oltron, green, 50 Cocoanuts Currents, 140 Figs, Dried, 150 Ground Nuts, Oranges, Sweet Sunwoey Mandarin ... Kam Kwat Mandarin, Nutmeg. Lichees, Dried, 800 Loong Ngan, Dried, 250 Melons, Chinese lô0 Pears, Tientsin Pine-apples, Punti Plantains, common 260 Prunes, Dried. Pumeloes, Canton Amoy Raisins, Muscatel, Sugar Cane. Tamarinds, Walnuts, new Water Chestnuts. Miscellaneous, 250 (200 1600 1500 600 400 Candied Orange Real, bottle 750 700 200 100 Charcoal, 1100 1000 Cheese, American. English, Dutch. Cinnamon, 250 200 Citron. 160 150 Cloves, 200 150 Coffee. 250 120 | Curry Powder. Firewood, 400 Flour, Gram, 2750 2500 110 Isinglass, 180 120 Lamp Oil, Macaroni, 1000 800 100 Mango Chutney 700 Mustard, 110 Nutmega, 250 200 80 Olives, 1500 1800 Paddy, Pearl Barley. 240 220 Pepper (whole) 250 bottle (ground) 90 Pickles 100 | Sago, 220 200 - Salad Oil, 60 50 Salt, Coarse 850 | Split Peas, 60 Sugar, China, 800 . 270 760 oun Vermicelli, Chinese English Vinegar, English 200 150 Preserved Meats, Fish and Vegetables, &c. Assorted Meats, in tins, Ib. Vegetables, 250 200

> GRORGE OBLEY, Inspector of Markets, BAIN, at the China Mail Office, No. Wyndham Street, Rongkong,

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Printed and published by Gro. MURRAR

Jams, 1 lb.

Sardines, in tins,

Tart Fruits, in bottles,

HONGKONG, TUESDAY, 22nd FEBRUARY, 1876.

## Merchant Vessels in Harbour.

HONGRONG Steamers Abbotsford Braemar Castle Cawdor Castle Cassandra Cheops Columbian Djemnah Glengyle Gunga Hailoong Lotus Ly-ee-moon MacGregor Maharajah Malacca Montgomeryshire Norna Oceanic Pawturet Rajah Rajanattianuhar Tanais Yangtsze Yottung Sailing Vessels	Patterson Marghall Craig Langer Dryden Harvey Flambeau Kyall Garceau Abbott Gray Stovens Grainger Stephenson Bernard Johnson Bturrock Walker Parsell Hansen Hopkins Reynier schultze Koppelmann Holds	Brit. str	1428 1419 947 988 1417 2416 1265 797 277 1407 611 1418 904 1600 687 1146 606 4000 280 859 938 1150 783	feb 2 feb 1 feb 2	Jardine, Matheson and Co Adamson, Bell and Co Adamson, Bell and Co Jardine, Matheson and Co Adamson, Bell and Co Adamson, Bell and Co P. & O. S. N. Co Messageries Maritimes Jardine, Matheson and Co Remedios and Co D. Sassoon, Sons and Co Jardine, Matheson and Co Jardine, Matheson and Co Jardine, Matheson and Co Jardine, Matheson and Co Siemssen and Co P. & O. S. N. Co Hop Kee M. Kizer Kwok Acheong Co. and O. S. S. Co Augustine Heard and Co Hop Hing Yuen Fet Hong	In dock Kowie Marscilles, & Manila Coast Ports, & San Francisco Cooktown, 8'r  Bangkok Yokohama Saigon Saigon Swatow San Francisco Laid up
Abbotsford Braemar Castle Cawdor Castle Cassandra Cheops Columbian Djemnah Glengyle Gunga Hailoong Lotus Ly-ee-moon MacGregor Maharajah Malacca Montgomeryshire Norna Oceanic Pawturet Rajah Rajapattlanuhar Tanais Yangtsze Yotung Sailing Vessels	Marghall Craig Langer Dryden Harvey Flambeau Kyall Garceau Abbott Gray Stovens Grainger Stephenson Bernard Johnson Sturrock Walker Parsell Hansen Hopkins Reyniar schultze Koppelmann Holds	Brit. str	1428 1419 947 988 1417 2416 1265 797 277 1407 611 1418 904 1600 687 1146 606 4000 280 859 938 1150 783	feb 2 feb 2 feb 2 feb 2 feb 2 feb 1 feb 2 feb 1 feb 2 feb 1 feb 2	Adamson, Bell and Co O Adamson, Bell and Co D Jardine, Matheson and Co O Adamson, Bell and Co O Messageries Maritimes O Jardine, Matheson and Co O Jardine, Lapraik and Co O Jardine, Matheson and Co O Jardine	In dock Kowie Marscilles, & Manila Coast Ports, & San Francisco Cooktown, 8'r  Bangkok Yokohama Saigon Saigon Swatow San Francisco Laid up
Cawdor Castle Cawdor Castle Cassandra Cheops Columbian Djemnah Glengyle Gunga Hailoong Lotus Ly-ee-moon MacGregor Malarajah Malacca Montgomeryshire Norna Oceanic Pawturet Rajah Rajapattlanuhar Tanais Yangtsze Yotung Sailing Vessels	Marghall Craig Langer Dryden Harvey Flambeau Kyall Garceau Abbott Gray Stovens Grainger Stephenson Bernard Johnson Sturrock Walker Parsell Hansen Hopkins Reyniar schultze Koppelmann Holds	Brit. str	1428 1419 947 988 1417 2416 1265 797 277 1407 611 1418 904 1600 687 1146 606 4000 280 859 938 1150 783	feb 2 feb 2 feb 2 feb 2 feb 2 feb 1 feb 2 feb 1 feb 2 feb 1 feb 2	Adamson, Bell and Co O Adamson, Bell and Co D Jardine, Matheson and Co O Adamson, Bell and Co O Messageries Maritimes O Jardine, Matheson and Co O Jardine, Lapraik and Co O Jardine, Matheson and Co O Jardine	In dock Kowie Marscilles, & Manila Coast Ports, & San Francisco Cooktown, 8'r  Bangkok Yokohama Saigon Saigon Swatow San Francisco Laid up
Cawdor Castle Cassandra Cheops Columbian Djemnah Glengylo Gunga Hailoong Lotus Ly-ee-moon MacGregor Maharajah Malacca Montgomeryshiro Norna Oceanic Pawturet Rajah Rajapattlanuhar Tanais Yangtsze Yotung Sailing Vossels	Craig Langer Dryden Harvey Flambeau Kyali Garceau Abbott Gray Stovens Grainger Stephenson Bernard Johnson Bturrock Walker Parsell Hansen Hopkins Reynier Schultze	Brit. str	1428 1419 947 988 1417 2416 1265 797 277 1407 611 1418 904 1600 687 1146 606 4000 280 859 938 1150 783	feb 2 feb 2 feb 2 feb 2 feb 2 feb 1 feb 2 feb 1 feb 2 feb 1 feb 2	Adamson, Bell and Co O Adamson, Bell and Co D Jardine, Matheson and Co O Adamson, Bell and Co O Messageries Maritimes O Jardine, Matheson and Co O Jardine, Lapraik and Co O Jardine, Matheson and Co O Jardine	In dock Kowie Marscilles, & Manila Coast Ports, & San Francisco Cooktown, 8'r  Bangkok Yokohama Saigon Saigon Swatow San Francisco Laid up
Cassandra Cheops Columbian Djemnah Glengyle Gunga Hailoong Lotus Ly-ee-moon MacGregor Maharajah Malacca Montgomeryshire Norna Oceanic Pawturet Rajah Rajapattlanuhar Tanais Yangtsze Yottung Sailing Vessels	Langer Dryden Harvey Flambeau Kyali Garceau Abbott Gray Stovens Grainger Stephenson Bernard Johnson Bturrock Walker Parsell Hansen Hopkins Reynier schultze Koppelmann Holds	Ger. str Brit. str Fch. str Brit. str	947 988 1417 2416 1265 797 277 1407 611 1418 904 1600 687 1146 606 4000 280 859 938 1150 783	feb	D Adamson, Bell and Co D Jardine, Matheson and Co Adamson, Bell and Co D Messageries Maritimes Jardine, Matheson and Co D Douglas Lapraik and Co D Bassoon, Sons and Co D Landstein and Co Jardine, Matheson and Co Jardine, Matheson and Co D Jardine, Matheson and Co D Siemssen and Co D No Co	In dock Kowling Marscilles, & Manila Coast Ports, & San Francisco Cooktown, 8'r  Bangkok Yokohama Saigon Saigon Swatow San Francisco Laid up
Columbian Djemnah Glengylo Gunga Hailoong Lotus Ly-ee-moon MacGregor Maharajah Malacca Montgomeryshiro Norna Oceanic Pawturet Rajah Rajapattlanuhar Tanais Yangtsze Yotung Sailing Vossels	Dryden Harvey Flambeau Kyall Garceau Abbott Gray Stovens Grainger Stephenson Bernard Johnson Bturrock Walker Parsell Hansen Hopkins Reyniar schultze Koppelmann Holds	Brit. str Fch. str Brit. str	988 1417 2416 1265 797 277 1407 611 1418 904 1600 687 1146 606 4000 280 859 938 1150 783	feb 2 feb 2 feb 1 feb 2 feb 2 feb 1 feb 2	Adamson, Bell and Co P. & O. S. N. Co Messageries Maritimes Jardine, Matheson and Co Remedios and Co Douglas Lapraik and Co D. Sassoon, Sons and Co Landstein and Co Jardine, Matheson and Co Jardine, Matheson and Co Siemssen and Co F. & O. S. N. Co Hop Kee H. Kizer Kwok Acheong Co Augustine Heard and Co Hop Hing	In dock Kowling Marscilles, & Manila Coast Ports, & San Francisco Cooktown, 8'r  Bangkok Yokohama Saigon Saigon Swatow San Francisco Laid up
Djemnah Glengylo Gunga Hailoong Lotus Ly-ee-moon MacGregor Maharajah Malacca Montgomeryshiro Norna Oceanic Pawturet Rajah Rajapattlanuhar Tanais Yangtaze Yotung Sailing Vossels	Flambeau Kyali Garceau Abbott Gray Stovens Grainger Stophenson Bernard Johnson Bturrock Walker Parsell Hansen Hopkins Reyniar schultze Koppelmann Holds	Fch. str Brit. str	2416 1265 797 277 1407 611 1418 904 1600 687 1146 606 4000 280 859 938 1150 783	feb 2 feb 2 feb 2 feb 2 feb 2 feb 1 feb 2 feb 1 feb 2	Messageries Maritimes Jardine, Matheson and C Remedios and Co Louglas Lapraik and Co Landstein and Co Jardine, Matheson and Co Jardine, Matheson and Co Jardine, Matheson and C Siemssen and Co F. & O. S. N. Co Hop Kee L. Kizer Kwok Acheong C. and O. S. S. Co Augustine Heard and Co Hop Hing	Marscilles, &  Manila Coast Ports, & San Francisco Cooktown, 8'r  Bangkok Yokohama Saigon Saigon Swatow San Francisco Laid up
Glengyle Gunga Hailoong Lotus Ly-ee-moon MacGregor Maharajah Malacca Montgomeryshire Norna Oceanic Pawturet Rajah Rajapattianuhar Tanais Yangtaze Yottung Sailing Vessels	Kyali Garceau Abbott Gray Stovens Grainger Stophenson Bernard Johnson Sturrock Walker Parsell Hansen Hopkins Reynier schultze Koppelmann Holds	Brit. str	1265 797 277 1407 611 1418 904 1600 687 1146 4000 280 859 938 1150 783	feb 1 feb 2 feb 2 feb 1 feb 2	Tardine, Matheson and C Remedios and Co Douglas Lapraik and Co D. Sassoon, Sons and Co Landstein and Co Jardine, Matheson and C Siemssen and Co F. & O. S. N. Co Hop Kee H. Kimr Kwok Acheong O. and O. S. S. Co Augustine Heard and Co	Manila Coast Ports, de San Francisco Cooktown, 8'r  Bangkok Yokohama Saigon Saigon Swatow San Francisco Laid up
Lationg Lotus Ly-ee-moon MacGregor Maharajah Maharajah Mahaca Mocca Montgomeryshire Norna Oceanic Pawturet Rajah Rajahattlanuhar Tanais Yangtaza Yotung Sailing Vessels	Abbott Gray Stovens Grainger Stophenson Bernard Johnson Sturrock Walker Parsell Hansen Hopkins Reyniar schultze Koppelmann Holds	Brit. str Brit. str	797 277 1407 611 1418 904 1600 687 1146 606 4000 280 859 938 1150 783	feb 2 feb 2 feb 1 feb 3 feb 1 feb 2	Douglas Lapraik and Co Landstein and Co Landstein and Co Jardine, Matheson and Co Siemssen and Co P. & O. S. N. Co Hop Kee Link Acheong Co Augustine Heard and Co Hop Hipg	Manila Coast Ports, & San Francisco Cooktown, 8'r  Bangkok Yokohama Saigon Saigon Swatow San Francisco Laid up
Lotus Ly-ee-moon MacGregor Maharajah Malacca Mocca Montgomeryshire Norna Oceanic Pawturet Rajah Rajapattianuhar Tanais Yangtsza Yottung Sailing Vessels	Gray Stovens Grainger Stophenson Bernard Johnson Sturrock Walker Parsell Hansen Hopkins Reyniar schultze Koppelmann Holds	Brit. str	1407 611 1418 904 1600 687 1146 606 4000 280 859 938 1150 783	feb 2 feb 1 feb 2 feb 2 feb 2 feb 2 feb 2 feb 2	Douglas Lapraik and Co D. Sassoon, Sons and Co Landstein and Co Jardine, Matheson and Co Siemssen and Co P. & O. S. N. Co Hop Kee Hop Kee Kwok Acheong O. and O. S. S. Co Augustine Heard and Co	Coast Ports, & San Francisco Cooktown, 8'r o Bangkok Yokohama Saigon Saigon Swatow San Francisco Laid up
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Malacca Malacca Mocca Mocca Montgomeryshire Norna Oceanic Pawturet Rajah Rajahattianuhar Tanais Yangtaza Yottung Sailing Vessels	Stephenson Bernard Johnson Sturrock Walker Parsell Hansen Hopkins Reynier schultze Koppelmann Holds	Brit. str Brit. str Brit. str Brit. str Brit. str Amer. str Brit. str Brit. str Fch. str Brit. str Brit. str Brit. str	904 1600 687 1146 696 4000 280 859 938 1150 783	feb 2 feb 1 feb 1 feb 1 feb 1 feb 1 feb 1 feb 2 feb 2 feb 2 feb 2 feb 2	5 Jardine, Matheson and C 5 Siemssen and Co 5 P. & O. S. N. Co 7 Hop Kee 4 II. Kizer 6 Kwok Acheong 5 O. and O. S. S. Co 8 Augustine Heard and Co 1 Hop Hing	Bangkok Yokohama Saigon Saigon Swatow San Francisco Laid up
Malagea Mecca Montgomeryshire Norna Oceanic Pawturet Rajah Rajanattianuhar Tanais Yangtsza Yottung Sailing Vessels	Bernard Johnson Sturrock Wulker Parsell Hansen Hopkins Reynier schultze Koppelmann Holds	Brit. str Brit. str Brit. str Brit. str Amer. str Brit. str Brit. str Fch. str Brit. str Brit. str Brit. str	1600 687 1146 606 4000 280 859 938 1150 783	feb 1 feb 1 feb 1 feb 2	6 P. & O. S. N. Co 7 Hop Kee 4 II. Kizer 6 Kwok Acheong 6 O. and O. S. S. Co 8 Augustine Heard and Co 1 Hop Hing	Yokohama Saigon Saigon Swatow San Francisco Laid up
Montgomeryshire Norna Oceanic Pawturet Rajah Rajapattlanuhar Tanais Yangtare Yottung Sailing Vessels	Sturrock Walker Parsell Hansen Hopkins Reynier schultze Koppelmann Holds	Brit. str Brit. str Brit. str Brit. str Brit. str Fch. str Brit. str Brit. str Brit. str	687 1146- 696 4000 280 859 938 1150 783	feb 1 feb 1 feb 1 feb 2 feb 2 feb 2 feb 2 feb 2	7 Hop Kee 4 ft. Kizer 6 Kwok Acheong 5 O. and O. S. S. Co 8 Augustine Heard and Co 1 Hop Hing	Saigon Saigon Swatow San Francisco Laid up
Norna Oceanic Pawturet Rajah Rajanattianuhar Tanais Yangteza Yangteza Yottung Sailing Vessels	Walker Parsell Hansen Hopkins Reynier Schultze Koppelmann Holds	Brit. str Brit. str Brit. str Brit. str Fch. str Brit. str Brit. str Brit. str	606 4000 280 859 938 1150 783	feb 10 10 10 10 10 10 10 10 10 10 10 10 10	6 Kwok Acheong b O. and O. S. S. Co 8 Augustine Heard and Co 1 Hop Hing	Saigon Swatow San Francisco Laid up
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Sailing Vessels	Koppelmann Holds	Brit. str		ieb 21	Messageries Maritimes	Bangkok Yokohama
Sailing Vessels	Holds /		422	june g	Siemssen and Co	
	Holds /	0		June 5	Kwok Acheong	Repairing
Albatros -	Holds /	Ger. bk	877	feb 16	REAL PROPERTY OF THE PARTY OF T	
America Asie Mineure	A REAL PROPERTY AND ADDRESS OF THE PARTY AND A	Ger. ab	1219	dec 29	Melchers and Co Siemssen and Co	
August	Gaurier Ries	Fch. bk	881	feb. 4	Landstein and Co	1
August Friedrich	Nielsen	Ger. bg		feb 10	Eduard Schellhass and Co Siemssen and Co	1. 4-= -
Boreal Canaga	Beaujeaz Manson	Fch. bk	. 678	jan 25	Order	Rangoon
arolus Magnus	Miles	Brit. bk	840 1478	jun 29	Borneo Company	
Carricks Centaur	Carr	Brit, bk			Wieler and Co Melchers and Co	Manila
Thanite	Offersen Herve	Ger, bk		jan 12	Wm. Puston and Co.	
marter Oak	smith .	Amer. sh	255	100 21	Carlowitz and Co Jardine, Matheson and Co	Tientsin
hristing A. P. hristing	Pederico	Amer. sch	175	- B	Order	Repairing
olombo , e	Wildfaug Houer	Ger. bk Brit, bk	541 1 364 1	reb 1	Siemssen and Co	
lotumba	Sciavo	Brit. bk		an 20	Captain Sands Russell and Co	4 2 5
	Lull Christiansen	Amer. sh	1546 j	an . 9	Russell and Co	
lying Eagle	Crowell	Dan, bk	816 j	an 20 lec 20	Eduard Schelikass and Co Frazar and Co	Tientsin
rans aribaldi	Hildebrandt	Brit. sch	148 0	leo 18	Frazar and Co	Saigon
ryfe	Noves Roberts	Amer. bk		166 17	Rozario and Co	Portland
lana (	Sly	Brit. bk		ee 28	Vogel, Hagedorn and Co Order	San Francisco
iammonia Iaze	Weller Wilkinson	Ger. bk	408 f	eb 10	Siemssen and Co	7
termann	Cassell	Amer. sh Ger. bk		10y 26	Vogel, Hagedorn and Co Siemssen and Co	New York
no ' ·	Sturr	Ger bk	330 f	cb17	E. Schellhass and Co	
les of the South	Bannau Le Couteur	Ger. bk Brit. sh	CV.U  21	eb Bi	Clemssen and Ca	
ames Wilson	Prideaux		821 f	eb 14 eb 19	P. M. S. S. Co Carlowitz and Co	
am Shum Tye	McPherson	Brit. 6h	638 f	eb 4	Ebell and Co	Macao
irkland L	Ayuen			an 13 eb 8	Wo Tye Hong	
Orsor	irove	Dan. bk	817 fe	eb 19	Landstein and Co Arnhold, Karberg and Co	
ea.	ewie	Amer. sh 1	327 fe	20 21	VOLEL PLAGEROOF And Co.	San Francisco
ochiel	Cwan	Brit. soh		28	Arnhold, Karberg and Co Eduard Schellhass and Co	3
ord Macduff	deDonald	Brit. bk	627 je	29	Borneo Company	
ucky .			246 ja	4	Eduard Schellings and Co	
arina	ean .	Brit. bk	484 ja 668 fe	b 4	Chinese Arnhold, Karberg and Co	1
etis ahor	Cent	Amer. bk	626 ja	19 (	Jiyphant and Co	
autilus B	lockey.		740 ]]a 282 ]fe	191	H. Kimr Eduard Schellhass and Co	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
A	hlmann	Ger. bk	320 fe	D 14/	Arnhold, Karberg and Co	
osperity		Brit. bk	376 DC	OV 2712	suesell and Co	Mel. & Sydney
muel G. Reed W	Vhite	Amer. sh	174 fe	191	Yuen Fat Hong Yogel, Hayedorn and Co	
rah Nicholson	elkirk	Brit: shi g	83 ja	B 21	ogel, Hagedorn and Co	P'land (Oregon London
mal lam	axtorph hitney		40 ja 190 ja	8 1	Luck mee	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Harry Parkes	30 1	Brit. sh	fe	b 21	lessageries Maritimes	Valparaiso
William Wallaco Co	olville	brit. shi g	65 fe	b 70	Order	
cceas, = B	ruhu		47 ja:		Cim Tye Loong	Mel. & Sydney
matra M	ullin .	imer. ab 10	78 in	ay 18 6	razar and Co	Bangkok
sta Di		srat. sh 6	88 fo	b 148	iemssen and Co	25
etor	reusen 1	iorw. bg 2	02 ja:	1 27 A	delehers and Co duard Schellhass and Co	Die-t-t-
ctory .	hiting	irit. bg 2	55 fol	<b>b 2</b> 010	rder	Tientsin
a car of the contract of the c	erlett [		83 fel	b 140	order	· · · ·
WHAMPOA	'00 0	. ".				
	essen G	er. bk 4	19 fel		Vm. Pustau and Co	
te Tatham	cKersey 1		90 fet 75 fet	2210	rder	me
CANTON M			95 jar	29 Si		Chéfoo & T'tsin Hamburg

## Men-of-war in Hongkong Harbour.

NAMB.	FLAG.	Bro	Tone.	Guans	H.P.	COMMANDER.
Mosquito Tsing Po Victor Emanuel Vigilant	Russian Chinese British Chinese British British British Chinese British Chinese British Russian	corvette gun boat aux. navał kospital gun vessel gunboat military hospital gun boat gun boat Commodore's flag ship despatch vessel corvette	2000 150 462 2591 295 150 8067 650 1069	4 6 2 2	100 60 250	D.M. Insp. Gen. Morgan C. E. Bucklo Cocker Becker R. H. Paul Longueville Commodore Parish H. C. D. Ryder Novosilsky

FOOCHOW	SHIPPING IN PORT.	
	Feb. 12, 1876.	

1	Charlie Palmer		British barque
	Chun Sheng	Mary .	British steamer
	Midge		British gunboat
	Marie Heydorn	171	for Newchwang
	*Douglas		for Hongkong
	3	4.	

Feb. 17,	1876.
MERCHANT 8	
Aden	Chinese
Appin	British
Atalanta	German
Chihli	American
Crocus	British
*Djemnah	French
Europe	British
Fire Queen	
Fung Shun	Chinese
Fusiyama	American
Fychow	American
Golconda	British
Haining	British
Hankow	British
Hanyang	British
H. C. Orsted	Danish
Howsang	Chinese
Hupeh	American
Lee Hong	Chineso
Monolaus:	British
Millet	American
Nagoya Maru	Japanose
Paouting	American
Pau-tah	Chinese
Peiho	Brench
Peking	British
Plymouth Rock	American
Shantung	American
Shingking	American
Stentor	British
Szechuen	American
Tunsin	British
Yangteze	British
Yehain	Ohinese
Yungning	Chinese
Since left port	

•	MERCAANT	SALLING VESSELS.
	Adele	American schooner
	Albert Victor	British barque
	Alma	American barque
	Almatia	American schooner
-	Benedicta	German schooner
	Benjamin Aymer	American barque
n	Ronate	British schooner
R,	Ceres	British barque
4 1	Charley	British barque
3.4	Chingtah	Chinese barque
1	Eaglet	British barque
-1	Elliotta	British brig
	Gesiena	Dutch schooner
	James S. Stone	American barque
1.3	Lady Elizabeth	British barque
	Leucadia	for London
24.	Lulu	American schooner
,	Lunan	British brig
.00	Mantura	British barque
0.09	Mary Whitridge	for New York
	Noemi	French barque
3	Oceanus	German brig
À	Omba	British ship
	Parana	French brig
	Queen of India	British barque
	Roaitta McNeil	American barque
	Rowena	British schooner
	Sydenham	British ship
	Titania	for New York
	Tokatea	British ship
	Vesta	American brig
. 15	Wagrien	German schooner
	Warden Appleby	British brig
•	W. G. Patton	American schooner
	Yarra	British barque
	Zohrab	German barque
1.5	MEN-	OF-WAR,
	Ashuelot	
1	Kearsarge	American corvette
	La Clocheterie	American corvette
	Monocacy	French corvette
	Palos	American corvette
	Tennessee	American gunboat
	Thalia	American corvette
	Yantic	British corvette
· 10	THE THE PARTY OF T	A IN Common to course the same